

**AGREEMENT TO PIGGYBACK CONTRACT**  
**BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES**

**THIS AGREEMENT** is made and entered into this 7<sup>th</sup> day of October, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA**, whose address is P.O. Box 310, Bronson, Florida, 32696 ("the COUNTY"), and **UNIVERSAL ENGINEERING SCIENCES**, a Florida Limited Liability Company, whose local address is 4475 S.W. 45<sup>th</sup> Terrace, Gainesville, Florida 32608 ("the CONSULTANT"), and each represents as follows:

**WHEREAS**, Section 2-200(c), Levy County Code, allows for the COUNTY to purchase goods and services of Twenty Thousand Dollars (\$20,000) or greater to be made with approval of the Board of County Commissioners of the COUNTY (the "Board") by utilizing contracts of other public entities, including other local governments, provided that the vending contractor extends the terms and conditions of the contract to the COUNTY, and the contract has been awarded through procedures substantially equivalent to the Levy County Procurement Code, commonly known as a "piggyback"; and

**WHEREAS**, the CONSULTANT previously entered into an Agreement with the City of Kissimmee, a municipal corporation of the State of Florida, to provide consulting services on an as-needed basis for plan review, building and fire inspection services dated April 18, 2018 ("the CONTRACT"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, which those parties entered into upon the City of Kissimmee's award of the CONTRACT to the CONSULTANT for professional Building Plan review, Fire and Life Safety review, Building Official and inspection services, RFQ #2018-00; and

**WHEREAS**, the COUNTY requires the services of a vendor who can provide consulting services on an as-needed basis for plan review, building inspection services, and Chief Building Official, to minimize response times and improve customer service, on a temporary basis; and

**WHEREAS**, the COUNTY desires to use the process contemplated by Section 2-200(c), Levy County Code, to piggyback onto the CONTRACT for utilization of the same services as provided under the CONTRACT by the CONSULTANT, with the exceptions

that no fire inspection services shall be required by the COUNTY and that the CONSULTANT's services will not exceed Nineteen Thousand Nine Hundred Ninety-Nine and 99/100 Dollars (\$19,999.99), and the CONSULTANT consents to the aforesaid piggyback; and

**WHEREAS**, Section 2-197(b), Levy County Code, allows for the authority for the County Coordinator to sign purchase agreements for goods or services in an amount less than Twenty Thousand Dollars (\$20,000) which have been reviewed for form by the County Attorney; and

**WHEREAS**, Section 2-201(b), Levy County Code, allows for small procurements of between Three Thousand Dollars (\$3,000) and Nineteen Thousand Nine Hundred Ninety-Nine and 99/100 Dollars (\$19,999.99) to be authorized by the County Coordinator, based on price or rate quotations; and

**WHEREAS**, a piggyback process provides substantially the same assurances of fair competition in purchasing process as a price or rate quotation; and

**WHEREAS**, time is of the essence for the COUNTY to acquire the services for plan review, building inspection services, and Chief Building Official, which necessitates the execution of this Agreement by the County Coordinator pursuant to his authority granted by Sections 2-197(b) and 2-201(b), Levy County Code, to be ratified by the Board at the next available meeting of the Board in order to fully comply with the provisions of Section 2-200(b), Levy County Code for piggyback purchases of Twenty Thousand Dollars (\$20,000) or greater even though this Agreement is not contemplated to exceed Nineteen Thousand Nine Hundred Ninety-Nine and 99/100 Dollars (\$19,999.99); and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. Public Records.
  - a) Section 119.0701, Fla. Stat. The CONSULTANT shall comply with Florida's Public Records Laws. Specifically, pursuant to Section 119.0701, Fla. Stat., to

the extent such Section 119.0701 is applicable, the CONSULTANT shall do the following:

- i. Keep and maintain public records required by the COUNTY to perform this service;
- ii. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the CONSULTANT does not transfer the records to the COUNTY;
- iv. Upon completion of this Agreement, the CONSULTANT will transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers COUNTY all public records to the COUNTY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- v. The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.
- vi. For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of the COUNTY, or his/her designee.

vii. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:  
TELEPHONE: (352) 486-5218  
E-MAIL: [levybocc@levycounty.org](mailto:levybocc@levycounty.org)  
MAILING ADDRESS: P.O. 310, BRONSON, FL 32621  
IN PERSON: 310 SCHOOL STREET, BRONSON, FL 32621**

b) Confidential Information.

- i. During the term of this Agreement, the CONSULTANT may claim that some or all of the CONSULTANT’s information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as, confidential and proprietary by the CONSULTANT in accordance with Section 812.081, Fla. Stat., or other law, and is exempt from disclosure under the Chapter 119, Fla. Stat., and related laws. The CONSULTANT shall clearly identify and mark Confidential Information as “Confidential Information” and the COUNTY shall use its best efforts to maintain the confidentiality of the information properly identified by the CONSULTANT as “Confidential Information,” subject to the requirements of general law and to the limitations contained in this section.
- ii. The COUNTY shall promptly notify the CONSULTANT in writing of any request received by the COUNTY for disclosure of the CONSULTANT’s Confidential Information and the CONSULTANT may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The CONSULTANT shall protect, defend, indemnify, and hold the COUNTY or any of its officers, elected officials, employees, agents and volunteers free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information and the

COUNTY's response thereto. The CONSULTANT shall investigate, handle, respond to, and defend, using counsel chosen by the COUNTY, at the CONSULTANT's sole cost and expense, any such claim against the COUNTY or any of its officers, elected officials, employees, agents and volunteers, even if any such claim is groundless, false, or fraudulent. The CONSULTANT shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The CONSULTANT releases the COUNTY from all claims and damages related to any disclosure of documents or Confidential Information by the COUNTY or any of its officers, elected officials, employees, agents, and volunteers.

iii. If the CONSULTANT refuses to perform its duties under this subsection within fourteen (14) calendar days of notification by the COUNTY that a demand has been made to disclose the CONSULTANT's Confidential Information, then the CONSULTANT waives its claim that any information is Confidential Information, and releases the COUNTY from claims or damages related to any subsequent disclosure by the COUNTY or any of its officers, elected officials, employees, agents and volunteers.

c) If the CONSULTANT fails to comply with Chapter 119, Fla. Stat., or any related provisions of law or any provisions of this section, the CONSULTANT shall be deemed to have breached a material provision of this Agreement and the COUNTY shall enforce this Agreement and the CONSULTANT may be subject to penalties pursuant to Chapter 119, Florida Statutes.

3. The CONSULTANT affirms and ratifies the terms and conditions of the above-referenced CONTRACT and agrees to perform the services set forth therein for the COUNTY in accordance with the terms of the CONTRACT, as amended by this Agreement.

4. The COUNTY agrees to utilize the plan review, building inspection services, and Building Official services of the CONSULTANT in the manner and upon the terms and conditions set forth in the CONTRACT, as amended by this Agreement.

5. Except as otherwise stated herein, the terms and conditions of the underlying CONTRACT shall form the basis of this Agreement with the COUNTY having the rights, duties and obligations set forth thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any term, condition or provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.

6. The terms and conditions of the CONTRACT being piggybacked upon and adopted herein are modified, amended or supplemented as follows:

a) Any reference to "City" or "City of Kissimmee" in the CONTRACT shall be amended to reflect the COUNTY.

b) It is understood between the parties that the COUNTY does not contemplate that it will require any fire inspection services or Fire and Life Safety Review as referenced in the CONTRACT. In the event the COUNTY desires such fire inspection or Fire and Life Safety Review services, the COUNTY and the CONSULTANT will enter into an amendment to this Agreement to provide for the CONSULTANT's provision of those services and the fees therefor. The County Coordinator will be authorized to execute any such amendment.

c) ATTACHMENT "B", FEE SCHEDULE shall be amended to read in its entirety as follows:

ATTACHMENT "B"  
FEE SCHEDULE

Inspector	\$85.00 per hour
(Includes all required structural, mechanical, electrical and plumbing inspections)	
Building Official Services (including but not limited to acting as Chief Building Official):	
Plans Review	\$90.00 per hour
All other Building Official Services	\$115.00 per hour

In no event will compensation for fees exceed Nineteen Thousand Nine Hundred Ninety-Nine and 99/100 Dollars (\$19,999.99) without additional consent by the Board of the COUNTY.

The parties acknowledge that the Fee Schedule set out herein contains some clarification regarding the extent of the services involved from that contained in the CONTRACT. The parties also acknowledge that some of the fees are less than those contained in the CONTRACT for the same or similar services.

d) Section 8, PAYMENT, shall be amended to reflect payment being issued by the Clerk of Court of the COUNTY. In addition, Section 8, PAYMENT shall be amended to eliminate payment to the CONSULTANT for any lost profit in the event of termination. All other provisions of Section 8 remain unchanged.

e) Section 9, INSURANCE, shall be amended to reflect the following as additional insured: LEVY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS. The remainder of Section 9 remains unchanged.

f) Section 17, JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY'S FEES, shall be renamed to VENUE/ATTORNEY FEES and shall be amended to read in its entirety as follows: "Venue for any litigation that may arise from this Agreement or the operation thereof shall be in the courts located in Levy County, Florida, or, in the event of federal litigation, in the federal courts located in Gainesville, Florida. Each party shall pay its own attorney fees in any action or litigation related to this Agreement or the operation thereof.

g) Section 19, NOTICES, shall be amended to read in its entirety as follows: All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONSULTANT:

Keith Butts, P.E.  
Reginal Manager/Operations Branch Manager  
4475 S.W. 45<sup>th</sup> Terrace  
Gainesville, Florida 32608

As to COUNTY:

Wilbur Dean  
County Coordinator  
Levy County, Florida  
P.O. Box 310  
Bronson, Florida 32621

7. The COUNTY Representative or COUNTY Designated Representative for the administration of this Agreement will be the County Coordinator or his/her designee.

8. The term of this Agreement shall commence and become effective on the date that it is executed by the last signing party and shall continue in effect for the term of the CONTRACT, through April 1, 2022.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and dates set forth below.

**LEVY COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

APPROVED AS TO FORM:

Anne Bast Brown  
Anne Bast Brown, County Attorney

Wilbur Dean  
Wilbur Dean, County Coordinator  
Date: 10-7-20

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNIVERSAL ENGINEERING SCIENCES, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



As to COUNTY:

Wilbur Dean  
County Coordinator  
Levy County, Florida  
P.O. Box 310  
Bronson, Florida 32621

7. The COUNTY Representative or COUNTY Designated Representative for the administration of this Agreement will be the County Coordinator or his/her designee.

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**LEVY COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Bast Brown, County Attorney

\_\_\_\_\_  
Wilbur Dean, County Coordinator

Date: \_\_\_\_\_

[Corporate Seal]

**UNIVERSAL ENGINEERING SCIENCES, LLC**

\_\_\_\_\_  
Name: Keith L. Butts, P.E.

Title: Regional Manager

Date: October 7, 2020

ATTEST:

B. Council Watson  
Name: Brittany Dunn Watson  
Title: Business Development

**RATIFICATION**

[SEAL}

**LEVY COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Matthew Brooks, Chairman

Date: \_\_\_\_\_

**ATTEST:** Clerk of the Circuit Court  
and Ex Officio Clerk to the Board

\_\_\_\_\_  
Danny J. Shipp, Clerk

z:agr/building inspector.consultant  
LR2020-076