



PROPOSAL

August 2, 2017

To:

Scott P. McAdam, CBO, MCP
Building Official
Indian River County
Phone (772)226-1268
Email: smcadam@ircgov.com

From:

M.T. Causley, LLC
97 NE 15 Street
Homestead, FL 33030

M.T. Causley, hereinafter referred to as "MTC", proposes to supply Supplemental Building Department Services in response to a request from Indian River County, hereinafter referred to as "County".

Services:

M.T. Causley will provide the County with Supplemental Building Department Service including Florida State licensed plans examiners and inspectors and permit technicians. Services will be provided during the County's designated work schedule. Services can be provided beyond the typical business hours at an additional fee on a cost recovery basis.

MTC shall implement and enforce the building codes of the County and shall engage such personnel and equipment as, in its opinion, is deemed adequate for such purposes. Should the County object to the method and manner of the implementation of the codes by MTC, the County shall notify MTC, in writing, specifically identifying areas of inadequacy and MTC shall have thirty (30) days after receipt of the notice to cure such inadequacies. If the inadequacies have not been corrected within the time period provided, the Agency shall be deemed to have breached the contract and the County will have cause to terminate.

This agreement shall not authorize the performance of any construction work within the County by persons or organizations not duly licensed. MTC shall not issue a building

permit to any contractor, subcontractor, or others for the performance of work in the County who are not properly licensed and authorized to do such work. MTC will not authorize or allow any such development that is in violation of any County, State or Federal law.

Term

The term of the contract will be for one year, with a two-year renewal option to include a cost of living increase.

Compensation

MTC shall perform inspections from permits issued at the direction of the County authority and forward those reports to the appropriate person(s) with the findings. The County shall compensate MTC for any activities and meetings relating to the duties herein based on the Rate Sheet, Exhibit A, for all such duties and meetings performed during the County's regular business hours. The County shall compensate MTC for all such duties and meetings occurring other than normal business hours based on the Rate Sheet, Exhibit A.

MTC shall provide a statement for services rendered, and a recap of permits issued for each month. The County shall compensate MTC by the 15th of the month following the period of services rendered.

Termination:

Either the County or MTC may terminate this agreement after six months of the date of this agreement and upon 60 days written notice to the other party of the intention to terminate. At the time of termination, County will compensate MTC for services rendered up to the date of termination. Any notice to the County shall be sent to the Municipal authority directly in charge of inspection procedures. Any notice to the Agency shall be sent to M.T. Causley, Inc., 97 N.E. 15th Street, Homestead FL 33030.

Staff:

During the term of this agreement, and for a period of one year after termination of this agreement, the County shall not negotiate with or hire any individual who is employed with MTC at the termination of this agreement. The County shall not negotiate with or hire any individual who was employed by MTC during the term of this agreement for at least one year after termination of their employment with MTC.

Indemnity

MTC agrees to indemnify the County, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of MTC, and causing injury to any person or persons or property, whomsoever and whatsoever. Correspondingly, the County agrees to indemnify, save and hold harmless MTC from and against any claims, suits, causes of action or expense, arising out of any act or omission of the County or its employees, and causing injury to any person or persons or property, whomsoever and whatsoever, to the extent allowed or permitted by applicable law. MTC agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of no less than one million dollars. A certificate of insurance indicating that such policies are in full force and effect will be supplied to the County. The County agrees to provide to MTC proof of the existence of comprehensive general liability insurance upon request.

Right to audit

Provider shall maintain adequate records for the Services performed under this Agreement for three (3) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The County shall have the right to audit Provider's books and records, at the County's expense, upon prior notice, with regard to the Services provided to the County hereunder. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the County.

Insurance

Provider shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the County from claims set forth below which may arise out of or result from performance under this Agreement by Provider, or by a subcontractor of Provider, or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable.

The insurance required shall be written for not less than the following limits of liability. Coverages shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

General Liability \$500,000 per occurrence
 \$1,000,000 aggregate annually

Property Damage \$500,000 per occurrence
 \$1,000,000 aggregate annually

(2) Automobile Liability \$300,000 combined single limit per occurrence

(3) Workers' Compensation: Workers' Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

Certificates of Insurance shall be delivered to County prior to execution of this Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until a minimum of 10 days prior notice of cancellation for non-payment or 45 days' prior notice of cancellation otherwise. All certificates for general liability coverages shall name the County as an Additional Insured. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The Provider shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or Agreement by name, the name of the insurer, the number of the policy, its effective date, and its termination date.

Misc

1. This Agreement shall be governed by the law of the State of Florida with respect to the interpretation and performance. Any suit brought in connection with this agreement will be brought and maintained in Indian River County, Florida.
2. If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
3. This agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the County and MTC.

4. Any failure of a party to enforce the party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
5. The County shall provide for MTC office space, desks, chairs, file cabinets, local phone service and use of photocopier and fax machine for MTC during the term of this agreement. MTC shall be responsible for its long-distance phone charges other than those related to Municipal business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of MTC's office area shall be determined as mutually agreeable to the County.
6. MTC agrees to provide these services commencing the date of this document or as mutually agreeable.
7. Services will be conducted under the County's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

M.T. Causley will be responsible for:

1. Salaries and related taxes
2. Vacations
3. Continuing education courses
4. Vehicles and all related expenses
5. Telephones, cameras, laptops
6. Benefits including retirement
7. Insurance
 - a. Health Insurance
 - b. Automobile (owned and un-owned)
 - c. Professional Liability, Errors and Omission
 - d. General Liability
 - e. Workman's Compensation

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

INDIAN RIVER COUNTY

By: _____
Scott McAdam, CBO, MCP

Date: 8/23, 2017

PROVIDER

M.T. CAUSLEY, LLC

By: _____

Print Name: Michael T. Causley
President

Date: September 2, 2017

McAdam
WITNESS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY William K. Debraal
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY



**Exhibit A Rate Sheet
For Indian River County
August 2, 2017**

SERVICE	STANDARD HOURLY RATE	BEYOND 5 PM AND SATURDAYS*
Plans Examiners (on as-needed, on-call basis, excluding natural disaster events)	\$71 per hour	\$106.50 per hour
Inspectors (on as-needed, on-call basis, excluding natural disaster events)	\$71 per hour	\$106.50 per hour
Architects and Engineer Services	\$139 per hour	\$208.50 per hour
Permit Clerk(s)	\$41 per hour	\$61.50 per hour
<p>In the event of a natural disaster, the County will be provided with licensed, qualified staff to conduct damage assessment services</p> <p>If additional plans examiners and inspectors are required to perform construction plan review and inspection services</p>	\$73 per hour plus expenses i.e., lodging, travel, and meals	\$109.50 per hour plus expenses i.e., lodging, travel, and meals

*Services requested for US Federal Recognized Holidays and Sundays will be provided at 2 times the standard hourly rate.