

**AMENDMENT ONE
SUPPLEMENTAL BUILDING DEPARTMENT SERVICES AGREEMENT
BETWEEN INDIAN RIVER COUNTY
AND M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY**

Amendment to the Supplemental Building Department Services Agreement effective September 2, 2017 between **Indian River County** (hereinafter referred to as “County”) and **M.T. CAUSLEY, LLC – A SAFEbuilt Company** hereinafter referred to as “Consultant”. The County and the Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

The County and Consultant entered into an Agreement for Supplemental Building Department Services (Agreement), by which both Parties established the terms and conditions for service delivery for the period of September 2, 2017 through September 1, 2018; and

On August 14, 2018, Municipality and Consultant instituted Renewal for Contract Services to extend the term of the Agreement through September 1, 2020; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

1. Section **Term** is here amended to include:

The term of the contract will be for one year, with a two-year renewal option to include a cost of living increase. **Agreement may be renewed for additional twelve (12) month terms unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.**

2. Following Section is hereby incorporated and made part of the Agreement:

TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

3. The term of the Agreement is renewed, effective September 2, 2020 and will remain effective until September 30, 2021.
4. Services will be compensated based on Consultant's Fee Schedule – Exhibit A.
5. Consultant reserves the right to increase the hourly rates after one year of the renewal date based on the Consumer Price Index, but no more than 5%. Hourly rates shall not decrease for the term of the renewal.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

ATTEST:

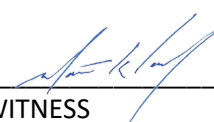
INDIAN RIVER COUNTY, FLORIDA

By: _____
County Clerk

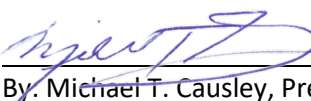
Signature: _____
Name: Susan Adams, Chairman
Board of County Commissioners

Date: _____

Date: _____



WITNESS

M.T. CAUSLEY, LLC – A SAFEbuilt Company


By: Michael T. Causley, President

Date: July 21, 2020

Date: July 21, 2020

Fee Schedule for Services

Exhibit A

SERVICE	STANDARD HOURLY RATE*
Plan Examiners (on an as-needed, on-call basis, excluding natural disaster events)	\$88.00 per hour
Inspectors (on an as-needed, on-call basis, excluding natural disaster events)	\$88.00 per hour
Architect and Engineer Services	\$150.00 per hour
Permit Clerks	\$43.00 per hour
Additional Plan Examiners and Inspectors required to provide conduct damage assessment services	\$90.00 per hour plus expenses i.e, lodging, travel, and meals
<p>*Services requested for Saturdays and beyond business hours, Monday through Friday will be invoiced at one and half (1.5) times the standard hourly rate, with a four (4) hour minimum</p> <p>Services requested for US Federal Recognized Holidays and Sundays will be provided a two (2) times the standard hourly rate, with a four (4) hour minimum</p>	
Consultant reserves the right to negotiate lodging expenses with the County in the event staff is required to relocate.	
Travel time will be invoiced to the County for all staff traveling more than one (1) hour each way.	