

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

Second 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 Consultant shall be jointly referred to as the “Parties”.

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

RECITALS AND REPRESENTATIONS

WHEREAS, 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

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

WHEREAS, pursuant to the Renewal for Contract Services, Consultant has the right to increase hourly rates after on year of the renewal date based on the Consumer Price Index, not to exceed 5% percent; and

WHEREAS, on August 18, 2020 the Parties executed Amendment One; and

WHEREAS, the Parties hereto now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contains, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Services will be compensated based on the Revised Rate Sheet – Exhibit A.
3. Section “Staff” is hereby modified to include the following language:
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 Consultant at the termination of this agreement. The County shall not negotiate with or hire any individual who was employed by Consultant during the term of this agreement for at least one year after termination of their employment with Consultant. In the event that County hires any such employee during the specified period, County shall pay to

Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training cost.

4. The following term is added: Consultant is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Consultant is also responsible for obtaining an affidavit from all subcontractors under this agreement, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. Item 3 in the renewal of Contract for Services is replaced in its entirety with the following: The Parties may negotiate a modification to the rate sheet, upon written request delivered to the other party no fewer than 90 days prior to the end of the current term of the agreement, and subsequently further amend the agreement by mutual execution.
6. All other conditions and terms of the original Agreement, Renewal for Contract Services and Amendment 1 not specifically amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed effective the day and year first set forth above.

M.T. Causley, LLC.

By: _____
Printed name: _____
Title: _____

(Corporate Seal)

Date: _____

INDIAN RIVER COUNTY, FLORIDA.
BOARD OF COUNTY COMMISSIONERS

By: _____
Joseph H. Earman, Chairman

Attest: Ryan L. Butler, Clerk of Circuit Court
And Comptroller

By: _____
Deputy Clerk

Approved:

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

William K. DeBaal, County Attorney

Exhibit A
Revised Rate Sheet for Services

SERVICE	STANDARD HOURLY RATE*
Plan Examiners (on an as-needed, on-call basis, excluding natural disaster events)	\$110.00 per hour
Inspectors (on an as-needed, on-call basis, excluding natural disaster events)	\$110.00 per hour
Architect and Engineer Services	\$150.00 per hour
Permit Clerks	\$75.00 per hour
Additional Plan Examiners and Inspectors required to provide conduct damage assessment services	\$110.00 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>	
<p>**Consultant reserves the right to negotiate lodging expenses with the County in the event staff is required to relocate.</p>	
<p>Travel time will be invoiced to the County for all staff traveling more than one (1) hour each way.</p>	