

AGREEMENT

THIS AGREEMENT entered into this ____ day of February, 2019 between DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP., a Florida corporation, hereinafter referred to as “DBDM,” and the TOWN OF JUPITER INLET COLONY, FLORIDA, a Florida municipal corporation, hereinafter referred to as “TOWN.”

WITNESSETH:

WHEREAS, TOWN is a duly organized municipality in accordance with Florida law and currently does not have its own Building Department; and

WHEREAS, DBDM is willing to make available the services of its company to provide plan review and inspection support services within the incorporated area of the TOWN; and

WHEREAS, this Agreement evidences the intentions of the respective parties to cooperate with each other in the furtherance of the public’s interest.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to provide TOWN with the expertise and assistance of DBDM for plan review, inspection, support and related services pertaining to construction projects within the TOWN’S corporate limits.

SECTION 2. DUTIES

1. Plan Review

A DBDM licensed Building Code Administrator shall supervise all plan review. Plan review shall encompass the building, mechanical, electrical, and plumbing categories and shall be performed in accordance with the latest adopted edition of the Florida Building Code. DBDM

employees performing plan review services shall be licensed plan examiners in accordance with the provisions of Chapter 468, Fla. Stat.

2. Municipal Building & MEP Inspection

A DBDM licensed Building Code Administrator shall supervise all inspections. Building inspection services means those inspections required by law of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes. Inspections performed shall be in accordance with requirements as mandated by the latest adopted edition of the Florida Building Code and applicable TOWN ordinances.

MEP inspection services means those services described in Section 468.603, Fla. Stat., involving those inspections required by law of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable building, mechanical, electrical, and plumbing codes. DBDM employees who will perform inspections shall be licensed inspectors, certified under Chapter 468, Fla. Stat. Building, mechanical, electrical, and plumbing inspectors shall all be appropriately licensed for their respective disciplines. All inspections performed by DBDM shall be in accordance with the approved plans and specifications for the construction project. Copies of all inspection results shall be left on the jobsite and shall also be provided to the TOWN within 48 hours of the conclusion of the inspection.

All inspections will be made only during normal working hours which are from 8:00 a.m., to 5:00 p.m. on weekdays. The scheduling of inspections shall be made within a twenty-four (24) hours timeframe upon request by the TOWN. Upon satisfactory completion of the project and final inspection, DBDM shall certify to the TOWN the satisfactory completion and

will authorize the issuance of a certificate of occupancy or certificate of completion, when applicable.

TOWN shall in its plan review check the site or plot plan for compliance with the TOWN'S zoning provisions such as building setbacks, lot coverage, and height limitations. No building permit(s) shall be issued until the TOWN has completed its review of building plans for zoning compliance.

The TOWN, at its sole expense, may employ an inspector or consulting engineer to assist the TOWN in reviewing plans and performing inspections to insure compliance with all applicable codes. Nothing in this agreement is intended to preclude the TOWN from performing inspections as TOWN may deem appropriate.

TOWN shall provide DBDM with all Codes and Ordinances which are subject to compliance within the TOWN relating to this Agreement. TOWN shall assume responsibility for the administration of all consumer inquiries and shall forward to DBDM only those inquiries concerning interpretations of the Building Code and related zoning requirements. All others shall be the responsibility of the TOWN.

3. Other Services

DBDM'S Building Code Administrator or authorized representative shall attend the TOWN'S Building and Zoning Committee meetings as needed when issues pertain to Florida Building Code or construction related issues.

4. Building Official

DBDM agrees to assign and maintain Buck S. Evans to serve as Building Official of the TOWN at all times during the term of this Agreement.

5. Independent Contractor. It is agreed that DBDM is an independent contractor and is not an employee, servant or agent of TOWN. DBDM, or its employees, shall not have the right to or be entitled to any of the employee retirement or other benefits of the TOWN. DBDM shall have no authority to assume or create any obligations or liability, expressed or implied, on behalf of the TOWN or to bind the TOWN in any manner whatsoever.

SECTION 3 COMPENSATION

TOWN will pay DBDM \$70.00 per hour on an as needed basis authorized by the TOWN for inspections and \$75.00 per hour for plan review. Time shall be billed in .25 hour increments. DBDM will provide its own transportation and all necessary tools while completing inspections. Itemized invoices will be submitted to the TOWN on the first day of each month and shall be payable by TOWN within thirty (30) days. During the term of this Agreement, the hourly rate of pay shall be reviewed on a yearly basis.

SECTION 4. INSURANCE/ INDEMNIFICATION

DBDM shall provide TOWN with a Certificate of Insurance from DBDM'S insurance carrier evidencing general liability, automobile (owned, hired and non-owned) and professional liability insurance for DBDM providing insurance coverage for all work to be performed pursuant to this Agreement. The policy limits of such insurance shall be not less than One Million (\$1,000,000.00) Dollars and TOWN shall be named as an additional insured on such policy or policies.

All employees and agents of DBDM shall be covered by Workers' Compensation insurance obtained by DBDM at its sole expense. DBDM shall provide a Certificate of Worker's Compensation coverage prior to performing any work under this Agreement. The TOWN shall be notified in the event any individuals are performing inspection services pursuant to this

Agreement who are not employees of DBDM. In the event DBDM assigns a non-employee agent to perform inspections pursuant to this Agreement, DBDM shall require said agent to possess worker compensation insurance coverage as required by Florida law and shall hold the TOWN harmless for any claims related thereto; including but not limited to claims for statutory workers compensation benefits, damages, attorney fees and costs or other expense of any nature.

DBDM shall indemnify and hold TOWN harmless from and against all claims, demands, damages, liabilities, judgments, attorneys' fees, expenses and losses incurred by TOWN to the extent they arise out of the negligent acts or omissions of DBDM or its agents or employees. This indemnification shall include, but not be limited to, reasonable attorney's fees and costs that are incurred before, during and after all proceedings, trials and appeals, including bankruptcy proceedings. This indemnification provision shall survive the expiration or termination of this Agreement.

SECTION 5. DURATION

This Agreement shall be for a one (1) year term and shall renew automatically for additional one (1) year terms unless terminated by either party. Either party may terminate this Agreement for any reason and without penalty by providing a written notice that will not become effective until thirty (30) calendar days have passed from the date of receipt, such notice shall be delivered by Certified Mail. This Agreement shall commence on _____, 2019.

SECTION 6. INSPECTOR GENERAL

DBDM is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. DBDM understands and agrees that in addition to

all other remedies and consequences provided by law, the failure of DBDM or its subcontractor(s) or lower tier subcontractor(s) to fully cooperate with the Inspector General when requested may be deemed by TOWN to be a material breach of this Agreement justifying its termination.

SECTION 7. PUBLIC RECORDS

DBDM shall comply with all public records laws, and specifically agrees to:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN'S custodian of public records, provide the TOWN 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 provided in this chapter or as otherwise provided by law.
3. 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 and following completion of the Agreement, if DBDM does not transfer the records to the TOWN.
4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of DBDM or keep and maintain public records required by the TOWN to perform the service. If DBDM transfers all public records to the TOWN upon completion of the Agreement, DBDM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DBDM keeps and maintains public records upon completion of the Agreement, DBDM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon

request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JUDE GOUDREAU, TOWN CLERK, (561)746-3787 GOUDREAUJ@JUPITERINLETCOLONY.ORG 50 COLONY ROAD JUPITER INLET COLONY, FLORIDA 33469.

SECTION 8. NOTICES

All notices, demands and other communications required or permitted hereunder or in connection with this Agreement shall be in writing and shall be deemed to have been fully given and delivered or mailed by first class mail, postage prepaid, to a party at the following address, or to such other address as such party may hereafter specify by:

Notice to TOWN:

Town of Jupiter Inlet Colony
Attn: Daniel J. Comerford, Mayor
50 Colony Road
Jupiter Inlet Colony, Fl. 33469
comerfordd@jupiterinletcolony.org

Notice to DBDN:

Diversified Building Department Management
Attn: Buck S. Evans
6362 Michael Street
Jupiter, Fl.33458

SECTION 9. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

SECTION 10. ENTIRE AGREEMENT

There are no other agreements or understandings between the parties except as set forth in this Agreement and both parties agree to be bound hereby. This Agreement may be amended only by a written document duly executed by the parties hereto.

SECTION 11. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceedings between the parties shall be in the state court system in Palm Beach County, Florida.

SECTION 12. WAIVER OF JURY TRIAL

Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their respective officers who have been duly authorized to sign and execute same for the purposes herein expressed, this _____ day of February, 2019.

DIVERSIFIED BUILDING DEPARTMENT
MANAGEMENT CORP.

By: _____
Buck S. Evans, President

Attest:

TOWN OF JUPITER INLET COLONY

Town Clerk

Mayor