AGENDA
TOWN OF JUNO BEACH, FLORIDA
TOWN COUNCIL SPECIAL MEETING

August 26, 2016
4:00 PM
Council Chambers
340 Ocean Drive

==========

NOTICE: If any person decides to appeal any decision of the Town Council at this meeting, he will need a record of the proceedings and for that purpose, he may need to ensure that a verbatim record of the proceedings is made, such record includes the testimony and evidence upon which the appeal is to be based. The Town does not prepare or provide such record. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact Vanessa Mutchnik, Town Clerk, at least 48 hours in advance to request such accommodations.***

HOW CITIZENS MAY BE HEARD: Citizens may appear before the Council to be heard on any subject related to Town government. Persons wishing to address the Council on a specific item (except for Public Hearings) must sign a speaker's card (located in the back of the Chambers) and turn the card in to the Town Clerk prior to the beginning of the item they wish to speak on. People are also given the opportunity to address the Council on topics other than agenda items under Public Comments. All speakers will be allotted 2 minutes and the Town Clerk will identify when the time limit has been reached.

~ CALL TO ORDER
~ PLEDGE OF ALLEGIANCE TO THE FLAG
~ ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

1. **COMMENTS FROM THE PUBLIC**

2. **ASSIGNMENT OF AGREEMENT - BUILDING OFFICIAL SERVICES CONTRACT**
(Town Attorney Rubin)

Staff recommendation: *Consider a motion to approve an Assignment of the Contract for Building Official, Plan Review and Inspection Services from Diversified Building Management Corp. to M.T. Causley, LLC*

3. **COMMENTS FROM TOWN MANAGER**

4. **COMMENTS FROM TOWN ATTORNEY**

5. **COMMENTS FROM STAFF**

6. **COMMENTS FROM COUNCIL**

7. **ADJOURNMENT**

SEPTEMBER 11, 2016	9/11 CEREMONY EVENT – TOWN CENTER	9:00 AM
SEPTEMBER 14, 2016	TOWN COUNCIL MEETING AND 1ST BUDGET PUBLIC HEARING	5:30 PM
SEPTEMBER 19, 2106	PLANNING AND ZONING BOARD MEETING	5:30 PM
For information on events, meetings and agendas, please call 626-1122		

TOWN OF JUNO BEACH FLORIDA INCORPORATED 1953

MEMORANDUM

TO: Joseph F. Lo Bello, Town Manager
FROM: Matthew Pazanski, Finance Director
SUBJECT: Building Official, Plan Review and Inspection Services
DATE: August 24, 2016

BACKGROUND

Our current contract for Building Official, Plan Review and Inspection Services with M.T. Causley, Inc. will expire on September 30, 2016. This is the end of a four-year contract. The compensation for services provided was equal to a fifty percent (50%) revenue share of permit fees collected.

At the July 21st Town Council meeting, the Council approved forgoing the bidding process, as it was not practical or advantageous to the Town, and authorized the Town Manager and staff to negotiate a contract with Diversified Building Department Management Corp. (Diversified) and its owner Buck Evans for building official, plan review and inspection services for the Town. The contract would begin October 1, 2016.

At the August 10th Town Council meeting, the Council approved an agreement between the Town and Diversified Building Department Management Corp.

DISCUSSION

In light of recent developments, Diversified Building Department Management Corp. has offered to assign the contract to M. T. Causley, LLC. The assignment is permissible with the Town's consent under the terms of the contract as outlined in Article 8. The terms of the contract as assigned are exactly as originally approved by the Town Council.

Attached are the documents to consider for allowing the assignment to M. T. Causley LLC.

RECOMMENDATIONS:

Staff recommends the Town Council consider approval of an Assignment of the Contract for Building Official, Plan Review and Inspection Services from Diversified Building Department Management Corp. to M. T. Causley, LLC effective October 1, 2016 through September 30, 2018 with the option to renew for an additional two (2) year period.

ASSIGNMENT OF CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Assignment of Contract for Building Official, Plan Review and Inspection Services ("Assignment") is made as of the _____ day of _____, 2016, by and between Diversified Building Department Management Corp., a Florida corporation ("Diversified"), M. T. Causley, LLC, a Florida limited liability company ("Causley"), and the Town of Juno Beach, a Florida municipal corporation ("Town").

WHEREAS, on August 10, 2016, Diversified entered into a Contract with the Town for Building Official, Plan Review and Inspection Services ("Contract") commencing October 1, 2016; and

WHEREAS, pursuant to Article 8 of the Contract, neither party shall assign its interest in the Contract without the written consent of the other party; and

WHEREAS, Diversified wishes to assign its rights, duties and obligations under the Contract to Causley, and Causley desires to accept such assignment and assume Diversified's duties and obligations under the Contract; and

WHEREAS, the Town wishes to consent to the assignment of the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment: Diversified assigns and transfers to Causley all of Diversified's right, title and interest in, to and under the Contract.

2. Acceptance: Causley accepts the assignment of Diversified's right, title and interest in, to and under the Contract and agrees to perform all services and undertake all obligations pursuant to the terms and conditions set forth in the Contract. In accordance with Article 18 of the Contract, all required notices shall be sent to:

M. T. Causley, LLC
97 N.E. 15th Street
Homestead, FL 33030
Attention: Michael T. Causley, Manager

3. Status of the Contract: Diversified and the Town represent and warrant that the Contract is in full force and effect and no defaults or violations of the Contract exist as of the date of this Assignment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment as of the date and year first above written.

DIVERSIFIED BUILDING MANAGEMENT CORP.
a Florida corporation

By: _____
Print Name:
Title:

WITNESSED BY:

_____
Print Name:

M. T. CAUSLEY, LLC
a Florida limited liability company

By: _____
Print Name:
Title:

WITNESSED BY:

_____
Print Name:

TOWN OF JUNO BEACH
a Florida municipal corporation

BY: _____
MAYOR

ATTEST:

BY: _____
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
TOWN ATTORNEY

CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Contract is made as of the 10th day of August, 2016, by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and Diversified Building Department Management Corp., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 46-0882396.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1-SERVICES

The CONTRACTOR shall furnish an on-site Building Official and provide necessary personnel to accommodate the Town's needs for Building Division Services as set forth in the Scope of Work/Specifications attached hereto as Exhibit "A" and incorporated herein.

The TOWN'S representative/liaison during the performance of this Contract shall be the Director of Planning and Zoning, telephone number (561) 656-0306.

ARTICLE 2-TERM/COMMENCEMENT DATE

This Contract shall become effective October 1, 2016 and shall remain in effect through September 30, 2018, unless earlier terminated in accordance with Article 4. The Town shall have the option to renew this Contract for up to one (1) additional two (2) year period upon the same terms and conditions contained herein by providing written notice to CONTRACTOR without the need to amend this Contract.

ARTICLE 3-COMPENSATION TO CONTRACTOR

A. Generally - The TOWN agrees to compensate the CONTRACTOR for the services provided pursuant to this Contract at a rate equal to:

Forty-five percent (45%) revenue share of permit fees up to $500,000.00
Forty percent (40%) revenue share of permit fees from $500,000.01 to $1,000,000.00
Thirty-seven percent (37%) revenue share of permit fees from $1,000,000.01 and over.

For any additional Building Division staffing requested by the TOWN not included in the Scope of Services/Specifications, the TOWN and CONTRACTOR shall negotiate an hourly rate. CONTRACTOR shall not be paid any additional compensation without prior written approval from the TOWN.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the TOWN representative's receipt and approval.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5-PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

D. All of the CONTRACTOR'S personnel and all subcontractors, while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6-INSURANCE

A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the

CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of $1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an **"Additional Insured"**.

ARTICLE 7-INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor

shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

ARTICLE 8-SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 12-NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13-ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14-AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15-SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16-PUBLIC ENTITY CRIMES

As provided in §§287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by §287.133(3)(a), Florida Statutes.

ARTICLE 17-MODIFICATIONS OF WORK

A. The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

ARTICLE 18-NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attention: Director of Planning and Zoning

and if sent to the CONTRACTOR shall be mailed to:

Diversified Building Department Management Corp.
18529 S.E. Heritage Drive
Tequesta, FL 33469
Attention: Buck Evans, President

ARTICLE 19-ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20-WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 21-PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 22-MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 23-DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 24-AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

ARTICLE 25-LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Town Council of the Town of Juno Beach or its designated representative.

ARTICLE 26-REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 27-INSPECTOR GENERAL

CONTRACTOR 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 contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 28-PUBLIC RECORDS

IF 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 RECORDS, TOWN CLERK VANESSA MUTCHNIK AT (561) 656-0316 OR VMUTCHNIK@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

A. Keep and maintain public records required by the TOWN to perform the service.

B. 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.

C. 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 the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the TOWN all public records in

possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

BY: _____
MAYOR

ATTEST:

BY: _____
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

CONTRACTOR:

BY: _____
Name: Buck Evans
Title: Owner

WITNESSED BY:

_____
Print Name:

EXHIBIT "A"

SCOPE OF WORK/SPECIFICATIONS

Contractor shall be capable of providing comprehensive Building Division workforce services and possess all licenses and certifications required by Florida Statutes. All work will be performed within the Town of Juno Beach. Contractor shall be responsible for building services including, but not limited to, permit reviews and working with the Town's established permitting software (Energov Systems), plans examining, emergency/disaster response services, Building Official duties in accordance with state statutory provisions, building inspections, and communications and meetings required by the Town.

Building Official

Contractor shall be responsible for providing a qualified Building Official, with a minimum of ten (10) years of experience in the construction industry, who is responsible for ensuring compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement; and shall work under the direction of the Town's Director of Planning & Zoning and Town Manager. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;

- Coordinating with the Department's Permit Technician, inspections and serving as technical advisor for the building division; as well as coordinating data entry into the Town's permitting software for building division items; generating building reports; issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with building division activities/actions.

- Acting as a liaison to the construction industry, state, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;

- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;

- Reviewing state statutes affecting construction and determines the impact on the Town and Department; and

- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures; and serves as an expert witness as the Town's Building Official, when needed by the Town.

Plans Examiner

Contractor shall be responsible for providing a qualified plans examiner, with a minimum of five (5) years of experience in the construction industry, who will enforce the current Florida Building Code and Town of Juno Beach Code of Ordinances. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

Contractor shall be responsible for providing a qualified inspector, with a minimum of five (5) years of experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. Contractor must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and 1, 2 & multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Personnel and Equipment:

Contractor's employees and subcontractors shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees and subcontractors assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards shall be counseled by the Planning & Zoning Director, Town Manager, and Contractor and/or be removed at the request of the Town. Inspectors and Plans Examiners shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to state statute.

All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida Statutes. Verification of background check and current list of employees and subcontractors that will be used on this Contract shall be provided within five (5) days of its effective date. The list shall be updated any time there is a change.

Emergency Situation Responsibilities:

During a declared emergency, Contractor shall be responsible for staffing the EOC (Emergency Operations Center) when operational and assisting with damage assessment and safety inspections. Contractor shall work with the Town during post disaster (natural or man-made) times in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. Contractor shall provide personnel to assist with damage assessment teams, as needed. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.

Performance Standards:

1. Absent exigent circumstances, responses to public inquiries shall be made within four (4) hours of receipt. Plan reviews shall be performed within ten (10) business days of receipt/notification by the Town's Zoning Division. Inspections shall be performed within one (1) business day of noticed scheduling by the Town's Permit Technician.

2. All inspections shall be conducted within the normal business hours of 8:00am to 5:00pm, Monday through Friday, and inspection results made available by 5:00pm the following business day.

3. Workloads for the Inspector and Plans Examiner will vary based on need; and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.

4. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply in accordance with section 1 above.

5. All personnel performing services shall be fluent in English.

6. Contractor shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.

7. Contractor's employees and subcontractors shall maintain all necessary licensure and certifications required to perform under this contract. Proof of such licensure and certifications and subsequent renewals shall be submitted to the Town of Juno Beach.

8. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans (etc.) that result from the Contractor providing services shall be the property of the Town. All records and information will require input in the Town's record-keeping system(s).

9. Contractor shall coordinate activities with the Florida Building Commission as needed.

10. Contractor shall coordinate activities with the Town's Planning & Zoning Department Staff and County Fire Department Staff.

11. Contractor shall review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.

12. Contractor shall maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

13. When requested by the Town, Contractor shall provide proof of compliance with employment laws.