

RESOLUTION NO. 2020- 2731

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR STRUCTURAL PLAN REVIEW SERVICES TO M.T. CAUSLEY, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) issued RFQ 2020-06 for Continuing Professional Engineering Services, which seeks to competitively secure proposers that will, among other things, provide the Town with structural plan review services (“Services”); and

WHEREAS, the Town is currently receiving the Services from M.T. Causley, LLC (“Consultant”) pursuant to the Professional Services Agreement attached hereto as Exhibit “A” (“Agreement”); and

WHEREAS, pursuant to Section 3-6(b) of the Town Code of Ordinances (“Code”), the Town Manager is currently authorized to expend up to \$25,000 per fiscal year for the Services; and

WHEREAS, in order to continue receiving the Services while the Town procures RFQ 2020-06, the Town Manager requires Town Commission approval to make continued expenditures for the Services exceeding the \$25,000 expenditure authority limit through the current fiscal year and through December 31, 2020, as needed; and

WHEREAS, pursuant to Section 3-6(c) of the Town Code, the Town Commission wishes to authorize the expenditure of funds to the Consultant for the continued provision of the Services exceeding \$25,000 for the current fiscal year and through December 31, 2020, as needed; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town and will ensure continued Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization to Expend Funds. The Town Manager is authorized to expend funds for the Services to Consultant exceeding \$25,000 for the current fiscal year through September 30, 2020, and is further authorized to expend funds as needed for the continuation of Services through December 31, 2020.

Section 3. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of October, 2020.

Motion By: Vice Mayor Paul
Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

| | |
|----------------------------------|------------|
| Commissioner Charles Kesl | <u>Yes</u> |
| Commissioner Eliana R. Salzhauer | <u>Yes</u> |
| Commissioner Nelly Velasquez | <u>Yes</u> |
| Vice Mayor Tina Paul | <u>Yes</u> |
| Mayor Charles W. Burkett | <u>Yes</u> |

ATTEST:

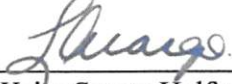


Sandra Novoa, MMC
Town Clerk



Charles W. Burkett, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
M.T. CAUSLEY, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the 1st day of April, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **M.T. CAUSLEY, LLC.**, a Florida limited liability company, whose principal address is 866 Ponce de Leon Blvd., 2nd Floor, Coral Gables, FL 33134 (hereinafter, the “Contractor”).

WHEREAS, the Town is seeking an independent contractor or consultant to perform structural plan review services, as described in the List of Services attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and Town have, through mutual agreement, agreed upon the rate schedule as set forth in Exhibit “B” (the “Fee Schedule for Services”) in connection with the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1. The Contractor shall furnish the Services, as requested by the Town and on an as-needed basis, as detailed in Exhibit “A” attached (“List of Services” or “Services”).
- 1.2. The Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).
- 1.3. The Contractor shall abide by and perform the Services in accordance with the Charter, Code and all ordinances and regulations of the Town of Surfside, Miami-Dade County, the Florida Building Code and State of Florida laws.
- 1.4. **Staffing.** The Contractor shall provide adequate personnel and staff necessary to timely and efficiently perform the Services, in accordance with the requirements of the List of Services in Exhibit A” attached hereto. Adjustments may be made based upon the needs and demands of the Town, as approved by the Town Manager. If at any time during the term of this

Agreement, the Town becomes dissatisfied with the performance of any of the Contractor's employees or personnel assigned to perform the Services, the Town may request that the Contractor remove the employee or personnel immediately upon the notification by the Town. The Contractor agrees to act in good faith and to use its best efforts to replace same with an employee acceptable to the Town and resolve any problems experienced by the Town.

2. Term/Commencement Date.

- 2.1 This Agreement shall remain in effect from the Effective Date through September 30, 2020, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms and conditions as set forth herein upon written notice to the Contractor and approval by the Town Commission, as required.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the List of Services attached hereto as Exhibit "A" and in the manner provided in this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the approved rates and "Fee Schedule for Services" attached hereto as Exhibit "B."
- 3.2 Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under the Fee Schedule for Services attached hereto as Exhibit "B." Fees shall be paid in arrears each month, pursuant to Contractor's invoice, and in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities.

- 6.1 The Contractor represents and warrants to the Town that it has the required knowledge, expertise and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. Conflict of Interest.

- 7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town. For the purposes of this section "adversarial" shall mean any development application before the Town where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Town is a party.

8. Termination.

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar day's written notice to the Contractor, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Contractor shall immediately stop Services, unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit, and Two Million Dollars (\$2,000,000.00) in the aggregate. .

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town

resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1 Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts

between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

3. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
golmedillo@townofsurfside.fl.gov

With a copy to: Lillian M. Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Email: larango@wsh-law.com

For the Contractor: Michael T. Causley, President
M.T.Causley, LLC
866 Ponce de Leon Blvd., 2nd Floor
Coral Gables, Florida 33134
Email: MTC@mtcinspectors.com

14. Governing Law and Venue.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits.

- 16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town’s custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or

created in connection with this Agreement are and shall remain the property of the Town.

- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

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 TOWN'S CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra Novoa

Mailing address: 9293 Harding Avenue
Surfside, FL 33154

Telephone number: 305- 861-4863, Ext. 226

Email: snovoa@townofsurfside.fl.gov

17. Solicitation/Hiring of Contractor's Employees.

- 17.1 During the term of this Agreement, Town shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of

Contractor who provided services to Town pursuant to this Agreement (“Service Providers”), or who interacted with the Town in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Contractor). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Contractor’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

18. Nonassignability.

18.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and Contractor’s familiarity with the Town’s area, circumstances and desires.

19. Severability.

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor.

20.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. Compliance with Laws.

21.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

22. Waiver.

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. Survival of Provisions.

23.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. Prohibition of Contingency Fees.

24.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. Public Entity Crimes Affidavit.

25.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

26. Counterparts.


26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:

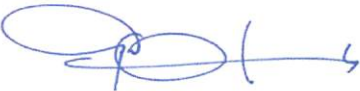
**M.T. CAUSLEY, LLC., a
Florida limited liability company**

By: 
Name: Michael T. Causley
Title: President
Date Executed: March 17, 2020

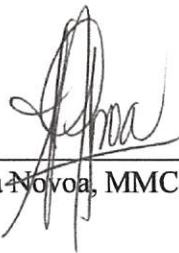
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

TOWN OF SURFSIDE, a
Florida municipal
corporation

By: 
Guillermo Olmedillo, Town Manager
Date Executed: April 1, 2020

Attest:

By: 
Sandra Novoa, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"
LIST OF SERVICES

The List of Services are to be provided by Contractor include the following:

Structural Plan Review Services

- √ Provide plan review services electronically or in the traditional paper format
- √ Review Plans for compliance with adopted building codes, local amendments or ordinances
- √ Be available for pre-submittal meetings by appointment
- √ Communicate plan review findings and recommendations in writing
- √ Return a set of finalized plans and all supporting documentation
- √ Provide review of plan revisions and remain available to applicant after the review is complete

Timeline for Performance

Services will be performed during normal business hours, excluding municipal holidays.

- √ Services will be performed on an as needed, as requested basis
- √ Contractors representative(s) will be on-site weekly, based on activity levels
- √ Contractors representative(s) will be available by cell phone and email
- √ Contractors representative(s) will meet with the public by appointment
- √ Plan review shall be performed timely in accordance with the following schedule: Five (5) business days from receipt
- √ The Town is in the process of implementing and utilizing the Tyler Software application software for plan review and inspections ("Software"). The Contractor shall fully implement, integrate and utilize the Software in the performance of the Services once the Software is operational and in use by the Building Department.

Municipal Obligations

- √ Municipality will issue permits and collect all fees
- √ Municipality will intake plans and related documents for pickup by Contractor and/or submit to Contractor electronically
- √ Municipality will provide a monthly activity report that will be used for monthly invoicing
- √ Municipality will provide zoning administration for projects assigned to Contractor
- √ Municipality will provide code books for front counter use
- √ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

EXHIBIT "B"
FEE SCHEDULE FOR SERVICES

The Fee Schedule for Services to be performed pursuant to this Agreement are as follows:

| | |
|--|--|
| Structural Plan Review Services | \$150.00 per hour, not to exceed \$25,000 per fiscal year |
|--|--|