

**CITY OF MARIANNA
COMMISSION AGENDA MEMO
REGULAR MEETING
November 6, 2018**

ITEM # 10 H

ADMINISTRATIVE STAFF REPORT

- Subject:** EPCI Building Official for the City of Marianna
Amendment to Building Services Agreement
- Subject Background:** The City has an Agreement with EPCI to provide Building Official Services for the City of Marianna. As a result of the recent hurricane there are number of homes that have minimum damage to total loss.
- There is a need to determine which homes have damage to the extent the home is a 50% or more loss. This threshold is benchmark set by the City Code.
- Recommendation:** The attached Amendment has been prepared by EPCI. This is a service that is needed but the scope needs to be limited to homes that from a drive by inspection appear to potentially meet the 50% loss guideline. It is recommended to approve the Amendment subject to modification limiting which homes and businesses that pose a health and safety concern and that inspections are only done to the extent they are reimbursable by FEMA.
- Potential Motion:** I move to approve the Amendment with EPCI subject to inspections are only done on homes that potentially meet the 50% loss guideline and that inspections are only done to the extent they are reimbursable by FEMA..

Approved for agenda by:

AMENDMENT TO BUILDING SERVICES AGREEMENT

WHEREAS, Rick Scott, Governor of the State of Florida, Issued Executive Order 18-276 declaring a state of emergency in Bay County as a result of Tropical Storm Michael;

WHEREAS, on October 10, 2018, Hurricane Michael struck Jackson County and the City of Marianna (the "City") as a Category 4 hurricane resulting in massive damages to private and public property and to the infrastructure in the City including the water and sewer utility systems owned and operate by the City;

WHEREAS, the residents and the citizens of the City sustained massive damage and thousands of homes are not inhabitable;

WHEREAS, there is an emergency in that there is an immediate threat to the public and private health, safety, welfare, and property as a direct result of Hurricane Michael, and there will be thousands of citizens seeking permits and inspections from E.P. Consultants, Inc. (EPCI) to repair their homes and businesses;

WHEREAS, the City and EPCI entered into a Building Services Agreement dated November 4, 2014, that is currently in effect (the "Agreement"); and

WHEREAS, there is a need to amend the Agreement to provide for Special Emergency Services and payments.

NOW THEREFORE, the City and EPCI agrees as follows:

1. The Agreement is amended by providing a new Section 22 as follows:
 22. Special emergency services shall be performed at rates as specified in Appendix A. EPCI agrees to provide all documentation reasonably requested by the City and to organize and provide such documentation in a manner that assists the City in submitting any claims for reimbursement. EPCI agreed to reasonably and in good faith consider amendment to this Agreement as may be desirable to facilitate timely reimbursement.
2. Effective Date. This Agreement Shall take effect as of October 10, 2018.

ATTEST:

CITY OF MARIANNA
CITY COMMISION

Kimberly Applewhite City Clerk

John Roberts, Mayor

E.P. CONSULTANTS, INC.

Hilton E. "Bo" Creel, President

APPENDIX A

Special Emergency Services Position Rates	
Position	Hourly Rate
Program Manager	\$220
Program Policy Advisor	\$195
Senior Program Specialist	\$145
Data Analyst	\$135
Program Specialist (PA/HMGP/IA/Debris)	\$125
Administrative Support Specialist	\$40
Position Definitions	
Program Manager	
- Manages project and staff, main client point of contact	
Program Policy Advisor	
- Provides guidance and recommendations on recovery programs	
Data Analyst	
Develops and manages data, provides reporting based on client need	
Senior Program Specialist	
- Assists with management and organization of staff and projects	
Program Specialist	
- Assists with development and documentation, organization of projects	

CONTRACT FOR SERVICES

WHEREAS, the City of Marianna ("City"), requires high quality professional building inspection services sensitive to community needs and,

WHEREAS, E.P.C.I., ("Agency"), proposes to provide inspection services for the City of Marianna including, and meeting all of the City's needs for plan review and inspection services, excluding any plan reviews and inspection services currently being provided by the City of Marianna Fire Department.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this agreement, the parties, agree that:

1. The Agency will provide for the City, a Building Official, Plans Examiners, and Inspectors whose duties shall include assisting in issuing permits, building inspections, necessary services related to contacts with residents and City Officials, and all associated tasks necessary to meet all of the inspection needs of the City. If required by The City of Marianna, the Agency shall collect all permit fees and remit same to the appropriate party. Otherwise the City shall collect all fees and disburse by the 15th day of each month.
2. Inspectors provided by the Agency shall be licensed and the Agency shall provide a specific Building Official for the City. The Inspectors shall be certified in all areas necessary for the City's inspection needs, including, but not limited to, Building, Mechanical, Electrical, Plumbing, Fire Safety and Plan Review as required by the State of Florida.
3. The Agency shall provide:
 - A. Salary and benefits (including Worker's Compensation, Liability Insurance for its Inspectors and Plans Examiners.)
 - B. Field communication equipment
 - C. Vehicle or mileage/allowance for the inspectors
 - D. Supplemental systems and support and administrative coordination
 - E. A staff of specialists available to assist in zoning and building code enforcement activities and available for backup inspection purposes when the principal inspectors are unavailable.
 - F. Assist in Flood Plain Management.
4. The term of this agreement shall be for a period of one year (1) from the date of execution. The agreement shall automatically renew for consecutive one year periods unless City or Agency gives written notice at least sixty (60) days prior to the end of the contract of the one year (1). During the term of the agreement, the City shall not negotiate with or hire any individual who is employed with the Agency.
5. Except for cause or under paragraph 4 above, neither City nor the Agency may terminate this agreement. In the event that there is a termination for cause, the party terminating the contract shall provide thirty (30) days written notice of the

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intent to terminate the agreement and the reasons for such termination. In the event of a termination notice and subsequent termination of this agreement, the agency shall be required to complete all inspection services for which they were paid.

6. Agency shall implement and enforce the building codes for the City and shall engage such personnel and equipment as, in its opinion, is deemed adequate for such purposes. Agency shall utilize, in substantially the same form, the permit application form attached hereto as composite EXHIBIT A, which may be amended from time to time. Should the City object to the method and manner of the implementation of the codes by Agency, then Agency shall have thirty (30) days after receipt of the notice to cure such inadequacies. If the inadequacies have not been corrected within the time period provided, the Agency shall be deemed to have breached the contract and the City will have cause to terminate without the thirty (30) days written notice required in paragraph 5 above.
7. This agreement shall not authorize the performance of any construction work within the City by persons or organizations not duly licensed. The Agency shall not issue a building permit to any contractor, subcontractor, or others for the performance of work in the City who are not properly licensed and authorized to do such work. Agency will not authorize or allow any development, which is in violation of any City, State or Federal law.
8. In the event there are planning services requested or other related functions not covered by permits, such time shall be provided by the Agency, based on \$75.00, per hour. No additional time shall be compensated by the City unless approved by the City Commission. Any special meetings requiring the attendance of a member of the Agency's planning staff shall have a charge of \$75.00, per hour for all documented time including travel time for meetings.
9. All fees for any services rendered in the City shall be collected by the Agency or the City, with eighty-three (83%) of the funds collected paid to the Agency as compensation for its responsibilities outlined herein. The remaining seventeen percent (17%) of funds collected shall be paid to the City. The Agency will charge fees pursuant to the attached EXHIBIT B which is made a part hereof
10. The Agency shall perform inspections for which no permit fee is required, such as complaints and maintenance inspections, at the direction of the City Manager or City Commission and forward those reports to the appropriate person(s) with the findings. The City shall compensate the Agency for any activities and meetings relating to special

enforcement duties where a fee is not generated, at the rate of \$75.00, per hour for all such duties and meetings performed during the business hours of 7:00 a.m., and 3:30 p.m. The City shall compensate the Agency for all enforcement duties and meetings occurring other than normal business hours at the rate of \$75.00, for each hour including travel time for meetings. No additional time shall be compensated by the City unless approved by the City Council.

11. Appeals of decisions may be made by applicants, pursuant to local ordinance. The Agency agrees to comply with the determinations of any appeals of their decisions as provided by law.
12. The Agency shall provide a statement for services rendered and a recap of permits issued for each month. The Agency shall compensate the City by the 15th of the month following the period services were rendered.
13. The Agency agrees to provide these services commencing on November 1, 2014
14. If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
15. This agreement may only be modified by a written agreement of the parties executed as an amendment to this agreement.
16. Neither party may assign the terms of this agreement.
17. The laws of the State of Florida with respect to the interpretation and performance shall govern this agreement. Any suit brought in connection with this agreement will be brought and maintained in Jackson County, Florida. In the event that suit is brought to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the other party their reasonable attorney's fees and costs associated with enforcing this contract.
18. This agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by writing executed by the duly authorized agents of both the City and the Agency.
19. Any failure of a party to enforce that party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
20. The City shall provide office space, a desk, a desk chair, copier and, phone service

for the Agency during the term of this agreement. The location and size of the Agency's office area shall be determined by the City.

21. Should the City, find any problem with an Inspector's or Plans Examiner's job performance the Agency shall replace such Inspector or Plans Examiner with another qualified person within thirty (30) days. Should the objectionable person not be replaced within that time, the Agency shall be deemed to have breached the contract and the City will have cause to terminate.

E.P.C.I.

By: 
Hilton "Bo" Creel, President

11-6-14
Date

STATE OF
FLORIDA:

COUNTY OF
JACKSON:

Approved and adopted this 4th day of November 2014

City of Marianna, Florida


Rico Williams, Mayor

Attest:


Frank Bondurant, City Attorney