

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this 28th day of April, 2026 by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is P. O. Box 1409, Key West, Florida 33041, hereinafter referred to as the “CITY” AND All Aspects Inspections Services, LLC whose address is 24478 Overseas Highway, Summerland Key, Florida 33042, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, the Contractor represents that it is qualified to provide building permit plan review, inspection, building code administration, and Chief Building Official services through individuals properly certified under Chapter 468, Florida Statutes, and that the City is authorized to contract for such services pursuant to section 468.617, Florida Statutes; and

WHEREAS, at its April 2026 meeting, the City Commission of the City of Key West approved the award of a contract to JPI (Joe Payne, Inc.) to serve as the City’s **primary provider** for building permit plan review, inspection, and Chief Building Official (CBO) services; and

WHEREAS, the City desires to maintain continuity of operations and uninterrupted building services by keeping this Agreement available as a secondary, supplemental, and contingency resource, including for transition support, overlap coverage, workload surges, staffing shortages, leave, emergencies, performance concerns, or any other operational circumstance determined by the City; and

WHEREAS, services under this Agreement shall be performed only upon written authorization from the City, and only for the scope, duration, and functions specified by the City, including supplementation of the primary provider, overlap coverage, limited assignment of building official or Chief Building Official functions, or temporary replacement of the primary provider; and

WHEREAS, the Contractor acknowledges and agrees that its role under this Agreement is **secondary in nature**, and that it shall coordinate with the City and the primary provider, as directed, to ensure seamless service delivery and compliance with all applicable codes, regulations, and City standards; and

WHEREAS, in the event of activation of services under this Agreement, the Contractor shall be required to support a **smooth and orderly transition**, including but not limited to:

- Prompt mobilization and assumption of assigned duties as directed by the City;
- Coordination and communication with the City and any existing or prior service provider;
- Maintenance and transfer of all project records, permitting documentation, and inspection reports in a format acceptable to the City;

- Cooperation in transitioning services back to the primary provider or another designated provider upon direction by the City; and

WHEREAS, the City desires to extend the term of this Agreement for **one (1) additional year**, with a new expiration date of **April 17, 2027**, subject to the same terms, conditions, and provisions as originally set forth, unless otherwise amended herein; and

WHEREAS, the Contractor agrees to perform all services in accordance with the City's procurement requirements, applicable Florida Statutes, and all other governing laws, regulations, and professional standards.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Addendum by this reference.
2. **Term.** The "CONTRACTOR" agrees to provide the services listed in the Agreement for an additional term of one (1) year, commencing April 17, 2026 and terminating on April 17, 2027.
- 2A. **Secondary, Supplemental, and Contingency Status.** During the extension term, Contractor shall serve solely as a secondary, supplemental, and contingency provider. The City may authorize Contractor, in whole or in part and in the City's sole discretion, to perform services under the Agreement to supplement, overlap with, backstop, or temporarily replace the City's primary provider's plan reviewers and inspectors, and to backstop or replace the CBO, or to assist City staff, whenever the City determines such activation is necessary or advisable to prevent any lapse in coverage or maintain continuity of operations. The Contractor's CBO will be available to Consult with the City's primary provider's CBO as needed on any issue related to the City's Building Department.
- 2B. **No Minimum Work; Nonexclusive Arrangement.** Nothing in this Addendum guarantees Contractor any minimum amount of work or compensation. Contractor has no exclusive right to perform services for the City, and the City may assign services to JPI, Contractor, City staff, or any other authorized provider in the City's discretion.
- 2C. **Written Authorization and Scope.** Contractor may perform services only upon written authorization from the City Manager or designee. Each written authorization may define or limit the scope of services by discipline, permit, project, property, dates, deliverables, or designated personnel, and may be modified, suspended, or withdrawn by the City at any time.
- 2D. **Chief Building Official / Building Official / AHJ Authority.** Contractor shall not act as, or hold itself out as, the City's Chief Building Official, Building Official, or Authority Having Jurisdiction, and shall not issue or approve permits, certificates, or final determinations on

behalf of the City, except to the extent expressly designated in writing by the City for a defined scope and duration.

- 2E. Readiness and Mobilization.** Throughout the extension term, Contractor shall maintain all licenses, certifications, insurance, approved personnel, and system access reasonably necessary to perform authorized services without lapse in coverage.
- 3. E-Verify.** In accordance with Section 448.095, Florida Statutes, the CITY requires all CONTRACTORS doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a Contract unless each party to the Contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify.

For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>. By entering into this Agreement the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from Subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. The CONTRACTOR may be liable for all costs associated with the City securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The affidavit required by this section is attached hereto as Exhibit A.

- 4. No Coercion for Labor or Services.** Pursuant to section 787.06(14), Florida Statutes, Contractor shall provide the City, as a condition of execution, renewal, or extension of this Agreement, an affidavit signed by an officer or representative under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Failure to provide the affidavit required by this section shall constitute a material breach of the Agreement.
- 5. Scrutinized Companies.** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Contractor, or any subcontractor, is found to have submitted a false certification, is placed on the Scrutinized Companies or Other

Entities that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Agreement.

If this Agreement is for goods or services of one million dollars (\$1,000,000) or more, Contractor certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and are not engaged in business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification, are placed on any such list, or are engaged in business operations in Cuba or Syria during the term of the Agreement.

Contractor shall include this requirement in applicable subcontracts entered into for the performance of work under this Agreement. To the extent subsection 287.135(8), Florida Statutes, applies, any statutory prohibition that ceases to be authorized by federal law shall become inoperative.

6. Public Records

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: (305) 809-3832, clerk@cityofkeywest-fl.gov, P.O. Box 1409, Key West, FL 33041.

The CONTRACTOR shall comply with the public records laws of the State of Florida, including Chapter 119, Florida Statutes, and Section 119.0701, Florida Statutes. Without limiting the foregoing, the CONTRACTOR shall:

Keep and maintain public records required by the City to perform the services under this Agreement.

Upon request from the City's Custodian of Public Records, provide the City 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 costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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 term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the City's request for records, the City shall enforce the Agreement provisions in accordance with this Agreement and applicable law.

- 7. Foreign Country of Concern Compliance.** To the extent this Agreement would grant Contractor access to an individual's personal identifying information, Contractor shall comply with section 287.138, Florida Statutes. As a condition precedent to execution of this Agreement, and to any extension or renewal if required by law, Contractor shall provide the City with an affidavit signed by an officer or authorized representative, under penalty of perjury, attesting that Contractor does not meet any of the criteria set forth in section 287.138(2), Florida Statutes. A material breach of this section shall entitle the City to exercise any remedy available at law or under the Agreement.

The affidavit required by this section is attached hereto as Exhibit B.

- 8. Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any defense, immunity, or limitation of liability provided under Florida law, including section 768.28, Florida Statutes.
- 9. No Further Modification.** Except as set forth in this Addendum, all the terms and provisions of the original Agreement shall remain unmodified, in full force and effect. In the event of a conflict between the original Agreement, subsequent amendments or addenda, and this Addendum, this Addendum shall control. Effective as of the date hereof, all references to the Agreement shall mean the original Agreement, as amended by this Addendum.
- 10. Miscellaneous.** This Addendum shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, agents, successors, and assigns. No

additions or modifications of any term or provision of this Addendum shall be effective unless set forth in writing, signed by the Parties.

- 11. Construction.** This Addendum has been carefully reviewed by each of the parties and is not to be construed against any party on the basis of authorship.
- 12. Representation of Authority.** Each individual executing this Addendum on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Addendum, as duly authorized by all necessary and appropriate action to execute this Addendum on behalf of such Party and does so with full legal authority.
- 13. Counterparts.** To facilitate execution of this Addendum, this Addendum may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Addendum delivered electronically by email shall have the effect of an original, executed instrument. All counterparts of this Addendum shall constitute a single instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(SEAL)
ATTEST:

By: Donna M. Phillips
Keri, O'Brien, City Clerk
Donna M. Phillips, Sr. Deputy City Clerk

CITY OF KEY WEST

By: Brian L. Barroso
Brian L. Barroso, City Manager

Reviewed for Legal Sufficiency:

KA

ALL ASPECTS INSPECTIONS SERVICES, INC.,
CONTRACTOR

By: James C. Reynolds
James C. Reynolds, Managing Partner

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online
notarization, on 4/16/26 (date) by James C. Reynolds
(name of affiant). He She is personally known to me or has produced
(type of identification) as identification.

Mia Sewitz
NOTARY PUBLIC – STATE OF FLORIDA

My Commission Expires:

4/17/26

(SEAL)

