

SECOND ADDENDUM TO AGREEMENT

THIS SECOND ADDEDNUM TO AGREEMENT (“Second Addendum”) is entered into this ____ day of _____, 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 Inspection Services, LLC, whose address is 24478 Overseas Highway, Summerland Key, Florida 33042, hereinafter referred to as “CONTRACTOR” (the CITY and CONTRACTOR are collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into that certain Agreement between the City of Key West and All Aspects Inspection Services, LLC (the “Agreement”), pursuant to which CONTRACTOR agreed to provide building permit plans review, inspection services, and Chief Building Official (“CBO”) services to the CITY in accordance with the State of Florida’s Alternative Plans Review and Inspection Program, Section 553.791, Florida Statutes, and Section 468.617, Florida Statutes; and

WHEREAS, the CITY and CONTRACTOR subsequently entered into that certain Addendum to Agreement, dated April 28, 2026 (the “First Addendum”), which, among other things, (i) extended the term of the Agreement for one (1) additional year, through April 17, 2027, and (ii) designated CONTRACTOR’s role under the Agreement as secondary, supplemental, and contingency in nature, in light of the City Commission’s April 2026 award of a contract to JPI (Joe Payne, Inc.) to serve as the CITY’s primary provider for building permit plans review, inspection, and Chief Building Official services; and

WHEREAS, the City Commission has since determined that it is in the best interest of the CITY to designate CONTRACTOR as the CITY’s primary provider of building permit plans review, inspection, and Chief Building Official services, in lieu of CONTRACTOR’s prior secondary, supplemental, and contingency role under the First Addendum; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Agreement, as amended by the First Addendum, to (i) designate CONTRACTOR as the CITY’s primary provider for building permit plans review, inspection, and Chief Building Official services, and (ii) establish a not-to-exceed amount of compensation payable to CONTRACTOR under the Agreement, as amended.

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 Second Addendum by this reference.

- 2. Primary Provider Designation.** Section 2A (“Secondary, Supplemental, and Contingency Status”) of the First Addendum is hereby deleted in its entirety and replaced with the following:

“2A. Primary Provider Status. CONTRACTOR is hereby designated as the CITY’s primary provider of building permit plans review, inspection services, and Chief Building Official (CBO) services under the Agreement. CONTRACTOR shall perform such services as the CITY’s primary provider, subject to the scope, rates, and procedures set forth in the Agreement, as amended. Nothing in this Section shall be construed to guarantee CONTRACTOR any minimum amount of work or compensation, or to grant CONTRACTOR an exclusive right to perform services for the CITY; the CITY may, in its sole discretion, utilize any other qualified provider, including CITY staff, to supplement, overlap with, or backstop CONTRACTOR’s services as necessary to prevent any lapse in coverage or to maintain continuity of operations.”

- 3. Chief Building Official / Building Official / AHJ Authority.** Section 2D of the First Addendum is hereby deleted in its entirety and replaced with the following:

“2D. Chief Building Official / Building Official / AHJ Authority. CONTRACTOR is authorized to act as, and to hold itself out as, the CITY’s Chief Building Official, Building Official, and Authority Having Jurisdiction (“AHJ”) for building permit plans review, inspection, and building code administration matters, consistent with the scope of services set forth in the Agreement, applicable Florida Statutes (including Chapter 468 and Section 553.791, Florida Statutes), and any written direction of the City Manager or designee.”

- 4. Written Authorization and Scope.** Section 2C of the First Addendum is hereby amended to provide that ongoing, service-by-service written authorization from the City Manager or designee shall no longer be a condition precedent to CONTRACTOR’s performance of services within the scope of the Agreement, in light of CONTRACTOR’s designation as primary provider under Section 2 of this Second Addendum; provided, however, that the City Manager or designee may at any time direct, limit, suspend, or modify the scope of services by discipline, permit, project, property, dates, deliverables, or designated personnel, consistent with Section 4.5 of the Agreement.
- 5. Term.** The term of the Agreement, as extended through April 17, 2027 by the First Addendum, remains unchanged and is unaffected by this Second Addendum, unless sooner terminated as provided in the Agreement.

- 6. No Further Modification.** Except as expressly set forth in this Second Addendum, all terms and provisions of the Agreement and the First Addendum shall remain unmodified and in full force and effect. In the event of a conflict between the Agreement, the First Addendum, and this Second Addendum, this Second Addendum shall control solely as to the subject matter expressly addressed herein.
- 7. Ratification.** Except as amended herein, the Parties hereby ratify and reaffirm all terms and conditions of the Agreement, as amended.
- 8. Representation of Authority.** Each individual executing this Second Addendum on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Second Addendum, duly authorized by all necessary and appropriate action to execute this Second Addendum on behalf of such Party and does so with full legal authority.
- 9. Counterparts.** This Second Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and an executed copy delivered electronically by email shall have the effect of an original, executed instrument. All counterparts shall constitute a single instrument.

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ATTEST:

CITY OF KEY WEST

Keri O'Brien, City Clerk

Brian L. Barroso, City Manager

Reviewed for Legal Sufficiency:

**ALL ASPECTS INSPECTION SERVICES, LLC,
CONTRACTOR**

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 _____ (date) by _____
(name of affiant). He/She is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY PUBLIC – STATE OF FLORIDA

My Commission Expires:
