

PROFESSIONAL SERVICES AGREEMENT

25-PSA01180/JS

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
PROFESSIONAL SERVICES AGREEMENT

I. Professional Services Agreement

Attachments:

A - Exhibit A Scope of Services

B - Exhibit B Compensation & Expenses

1. PROFESSIONAL SERVICES AGREEMENT

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

Contract No. 25-PSA01180/JS

THIS AGREEMENT made and entered into this day, _____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, 34604, a political subdivision of the State of Florida, hereinafter called the County, and SJUR Solutions, Inc., doing business at 1324 Seven Springs Blvd., Suite 301, New Port Richey, FL, 34655 authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

SECTION 1.

The County does hereby retain the Professional to furnish certain services in connection with:

Video Inspection Pro Software Solution for Hernando County Building Division.

SECTION 2.

The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3.

The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the County Administrator, and shall be completed within twelve (12) months from the date of issuance of the Purchase Order.

SECTION 4.

The Professional shall provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to this Agreement may request and be granted a conference.

SECTION 5.

In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the request.

SECTION 6.

The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals or other professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other specialists, sub-professionals or professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such specialists', sub-professionals' or other professionals' work, and may not assign or transfer work under this Agreement to other specialists, sub-professionals or professionals unless approved in writing by the County. The Professional shall use only specialists, sub-professionals or other professionals that have been pre-approved by an authorized representative of the County. The County will not, except for services so designated herein, or as approved by the County, permit or authorize the Professional to perform less than the total contract work with other than its own organization.

SECTION 7.

All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

SECTION 8.

All reports prepared or obtained under this Agreement are works made for hire and are the property of the County. The Professional shall make available to the County upon request reproducible copies at direct printing costs, any time during the period of this Agreement. The County has the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written agreement of the parties, said site is the address of the Professional's firm. The Professional shall maintain and make available upon County's request, at all times during the period of this Agreement and for five (5) years after final payment is made, records of costs incurred under the terms of this Agreement. The Professional shall provide to the County upon request copies of such documents and records at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all specialists, sub-professionals or other professionals performing work on the project, and all other records of the Professional and specialists, sub-professionals or other professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the Professional in conjunction with this project. Professional's failure to provide such records is grounds for the County's immediate unilateral cancellation of this Agreement.

SECTION 9.

The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement. [START HERE]

SECTION 10.

The County agrees to pay the Professional compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

ProfessionalSECTION 11.

The Professional is employed to render a professional service only and payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with professional consulting practices and principles.

SECTION 12.

The County may terminate this Agreement in whole or in part at any time the interest of the County, in its sole discretion, requires such termination.

a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:

- 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
- 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.

b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed. The Professional shall provide to the County copies of all calculations, reports, studies completed to date.

SECTION 13.

Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or her designee, this Agreement may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Professional in writing no later than thirty (30) days prior to expiration of its decision to exercise the renewal option(s). Any request by the Professional for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise renewal, and the Professional must provide written evidence based on increased costs to the Professional. Documentation of these increases must be furnished to the County upon request. Any price increase approved by the County shall impose upon the Professional the requirement to advise and extend to the County a price reduction when costs decrease.

SECTION 14.

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend this Agreement for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of this Agreement shall apply during this interim period.

SECTION 15.

Adjustment of compensation and contract time because of any major changes in the work that become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental agreement(s) may be entered into by the parties accordingly.

SECTION 16.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 17.

The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$2,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause specialists, sub-specialists and other professionals retained by Professional for the project to procure and maintain comparable insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph. Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the County; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 18.

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach of violation of this Paragraph (18) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 19.

Unless otherwise required by law or judicial order, the Professional shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 20.

Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees are bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to

work performed under this contract, which standards are hereby incorporated and made a part of this contract as though set forth in full. The Professional shall incorporate the provisions of this paragraph in any subcontract into which it enters with reference to the work performed.

SECTION 21.

The County reserves the right to suspend, cancel or terminate this Agreement without penalty in the event one or more of the Professional's corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. In the event of such termination, the Professional shall immediately deliver to the County reproducible copies of all documents prepared or obtained under this Agreement in conformity with the provisions of Paragraph (8) hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought has the indictment or direct information dismissed or is found not guilty, the County Administration shall immediately lift the suspension of qualifications.

SECTION 22.

Professional shall indemnify and hold harmless the County and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of this Agreement.

SECTION 23.

All notices required to be served on the Professional shall be served by registered or certified mail, return receipt requested, to Professional's address, and all notices required to be served upon the County shall be served by registered or certified mail, return receipt requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 24.

The Professional shall allow the County or its designated representative, upon reasonable notice by the County, to audit the Professional's records that relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between the County and the Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to the work under this Agreement.

The Professional shall allow the County or its designated representative to reproduce any of the aforementioned documents pertaining to the work under this Agreement.

SECTION 25.

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES AT EVERY LEVEL OF THE LITIGATION. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH LITIGATION.

SECTION 26.

E-VERIFY- Contractor must have legally Authorized Workforce.

Professional is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, the Professional represents and warrants (a) that the Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Professional's employees are legally eligible to work in the United States, and (c) that the Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

Legitimate claims of the Professional's use of unauthorized workers must be reported to both of the following agencies:

The County's Procurement Department at (352) 754-4020: and

ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Professional's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, take any or all of the following actions: (a) demand that the Professional cure this deficiency within a specified time frame; immediately terminate this Agreement without any cost or penalty to the County; debar the Professional from bidding on all County contracts for a period up to twenty-four (24) months; take any and all legal action deemed necessary and appropriate.

Professional shall incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.

Establish a written hiring and employment eligibility verification policy.

Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of

documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.

Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

Establish a program to assess subcontractors' compliance with employment eligibility verification requirements.

Encourage subcontractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.

Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 27.

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 28. Attachments:

Exhibit A "Scope of Services"

Exhibit B "Compensation and Method of Payment"

1.1. Signatures

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.



Mark Bell
CEO – SJUR Solutions, Inc.

Brian Hawkins
Chairman
Hernando County Board of County
Commissioners

10/13/2025 Date

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

EXHIBIT A:
Scope of Services

Services:

- a) Video Inspection Pro (VIP) application
- b) Linked documentation feature
- c) Guide users through processes based on type of inspection
- d) Customization for individual user roles
- e) Biometrics identification of applicable inspector licenses
- f) No limit of number of users
- g) Recordings and archives of every inspection performed
- h) Secure URL for records requests
- i) 10-year records storage
- j) Google map real-time integration
- k) Job site location confirmation (Latitude and Longitude)
- l) Inspection Records with still images and notes
- m) Instant notification of inspection results via email to the contractor
- n) Jurisdictional feedback of results through integrated API communication
- o) In-app notifications of new inspections in the queue
- p) Auto-routing of work to applicable inspectors
- q) Contractor Management
- r) Reports and Dashboards with inspection history

EXHIBIT B:

Compensation and Method of Payment

Compensation:

\$4,000.00	Minimum Billing of 200 video inspections per month (regardless of actual number of inspections performed)
\$20.00	Per inspection fee in excess of 200 inspections per month
\$7.00	Upcharge if licensed inspector from SJUR conducting the inspection
\$22.00	Upcharge if licensed inspector from SJUR is used for field work