

North Canton City Council  
Finance and Property Committee

Ordinance No. 68 - 2018

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a professional services agreement for building department services, and given the critical nature of the duties and requirements therein, and that it involves a personal services contract, to do so without advertising for bids as permitted by Charter Section 4.05 Contracting and Purchasing, and declaring the same to be an emergency.

WHEREAS, after careful analysis and a thorough investigation, the City uncovered ongoing deficiencies with its building department's efficiency, documentation, customer service, and overall financial proficiency; and

WHEREAS, having unsuccessfully attempted to cure the deficiencies through leadership changes, training, and performance counseling, the City believes the inadequacies restrict its ability to protect, preserve, and improve its building and housing stock; and

WHEREAS, it appears the inadequacies cannot be cured without expert guidance and a proven building department program composed of highly-trained, competent professionals, which shall include, at a minimum: building official services; building, electrical, plumbing, and mechanical inspection services; building plan review for both commercial and residential plans; permit technician services; rental housing/property maintenance services; housing code enforcement services; reporting services; and contractor registration services, together with a state-of-the art software and Geospatial Information Systems (GIS) program to manage, track, and record building permit and plan applications; and

WHEREAS, despite a diligent and comprehensive search for such services, which also must include a warranty and guarantee, the City has found only a single company offering such proven, cost-effective building department services; and

WHEREAS, delays in correcting the noted deficiencies puts the City's building and housing infrastructure system at risk and perpetuates a fiscally poor-performing program; and

WHEREAS, North Canton's Charter, Section 4.05 Contracting and Purchasing, permits the Board of Control to authorize contracts for personal services without advertising for bids.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That City Council determines and declares that having attempted to resolve its Building Department's deficiencies through leadership changes, training, and performance counseling, such inadequacies cannot be cured without expert guidance and a proven building department program

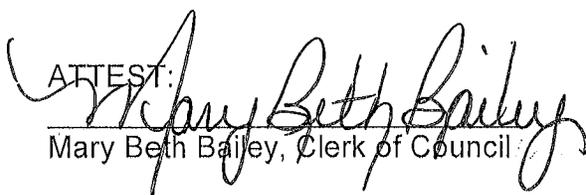
composed of highly-trained, competent professionals, which shall include, at a minimum: building official services; building, electrical, plumbing, and mechanical inspection services; building plan review for both commercial and residential plans; permit technician services; rental housing/property maintenance services; housing code enforcement services; reporting services; and contractor registration services, together with a state-of-the-art software and a GIS program to manage, track, and record building permit and plan applications.

- Section 2. That despite a diligent and comprehensive search for such services, which includes a warranty and guarantee, the City has found only a single company offering such proven, cost-effective services.
- Section 3. That time is of the essence and any delays in correcting the noted deficiencies puts the City's building and housing infrastructure system at risk and perpetuates a fiscally poor-performing program.
- Section 4. That, given all of the above circumstances, and pursuant to North Canton's Charter, Section 4.05 Contracting and Purchasing, Council may, and here shall, authorize the Board of Control to enter into an agreement for the above-described services without advertising for bids.
- Section 5. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to protect and enhance the City's building and housing infrastructure, and critical to reverse a fiscal drain to the City's budget; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council, together with Board of Control and Mayoral approval.

Passed in Council this 12<sup>th</sup> day of November 2018

  
David Held, Mayor

Signed: 11/12, 2018

ATTEST:  
  
Mary Beth Bailey, Clerk of Council

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF NORTH CANTON, OHIO  
AND SAFEbuilt OHIO, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of North Canton, Ohio, ("Municipality") and SAFEbuilt Ohio, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will provide Services to Municipality using qualified professionals. Consultant will perform Services in accordance with State adopted codes and all applicable amendments and ordinances adopted by Municipality. The professionals employed by Consultant will maintain current certifications, certificates, licenses for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be thirty-six (36) months, subsequently, Agreement shall renew for twelve (12) month terms upon prior, written, mutual consent of the Parties delivered to each Party at least thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

## 11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

## 12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the prior, written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) upon the Municipality's prior, written approval; consent shall not be unreasonably withheld. Consultant may subcontract any or all of the services to its Affiliates upon the Municipality's prior, written approval; consent shall not be reasonably withheld. Consultant may subcontract any or all of the services to other third parties upon Municipality's prior, written approval; consent shall not be unreasonably withheld. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

## 13. INSURANCE

- A. Consultant agrees during the term of this Agreement to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.

- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- H. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials require for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

17. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

18. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

19. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

20. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES OR MUNICIPALITY'S EMPLOYEES

During the term of this Agreement and for one year thereafter, unless waived in advance and in writing, Municipality and Consultant shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant or Municipality who provided services to Consultant or Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality or Consultant 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 Municipality or Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect the Municipality's or Consultant'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, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Consultant or Municipality hires any such employee during the specified period, Consultant or Municipality shall pay to other a placement fee equal to 25% of the employee's annual salary including bonus.

The provisions of this section shall not apply to Roger Miller and Christine Whittenberger.

21. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Patrick DeOrio, Director of Administration City of North Canton 145 North Main Street North Canton, Ohio 44720 Email: <a href="mailto:pdeorio@northcantonohio.gov">pdeorio@northcantonohio.gov</a>	Tom T. Klein, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:tklein@safebuilt.com">tklein@safebuilt.com</a>

22. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

23. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

24. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

25. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Ohio and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

27. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

28. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Ohio, LLC

November 2, 2018  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of North Canton, Ohio

Approved as to form and content.

\_\_\_\_\_  
Timothy L. Fox, Director of Law

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend one (1) Planning Commission Meeting and one (1) Zoning and Building Standards Board of Appeals meeting each month
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department and rental housing processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiners
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ 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

#### Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if so desired
- ✓ Ensure that submittal documents are complete
- ✓ Work with Municipal Clerk to facilitate public record requests
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for the Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

#### Rental Housing/Property Maintenance Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Help manage the program in addition to providing inspections
- ✓ Accept and review application forms and determine compliance with requirements
- ✓ Inspect dwellings, dwelling units, and property to ensure compliance with ordinance requirements
- ✓ Issue documentation for dwellings, dwelling units, and properties found to be in compliance
- ✓ Provide documentation for dwellings, dwelling units and property in violation of requirements
- ✓ Provide rental inspection services as called for by ordinance or state law, whichever has jurisdiction
- ✓ Attend meetings as requested
- ✓ Provide statistical, narrative information and detailed reports within agreed upon frequencies

#### As-Requested Code Enforcement Services

The primary focus of any code enforcement program is to achieve compliance without confrontation and at minimum cost. In order to meet the needs of your community we will:

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative and detailed recap reports within agreed upon frequencies
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Attend staff meeting and make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Reporting Services

Consultant will work with Municipality to develop an acceptable reporting schedule and format that is mutually agreeable.

2. COMMUNITY CORE SOLUTIONS FEE SCHEDULE, TERMS AND CONDITIONS

Consultant will provide Community Core at no cost to Municipality. Consultant shall provide Community Core Services in accordance with the fee schedule, terms and conditions of Exhibit C.

- ✓ Community Core allows for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously – external and internal.
- ✓ Facilitate the transition from current software to Community Core
- ✓ Provide training to Municipal staff

3. MUNICIPAL OBLIGATIONS

- ✓ Municipality will provide zoning administration for projects assigned to Consultant and provide a copy of approval or denial document to Consultant - Cornerstone
- ✓ Municipality will provide codes books for front counter use (Consultant will provide code books for Consultant team members)
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

4. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Services will be performed five (5) days per week, Monday through Friday for eight (8) hours a day during the Municipality’s regular business hours
- ✓ Building Official will be on-site at the Municipal offices for a minimum of thirty-two (32) hours each week during the Municipality’s regular business hours; attendance of Planning Commission and Zoning and Building Standards Board of Appeals meetings shall be counted as “regular business hours”
- ✓ Permit Technician will be on-site five (5) days a week; Monday - Friday for eight (8) hours a day
- ✓ Consultants representative(s) will be available by cell phone and email

<b>Deliverables</b>			
<b>INSPECTION SERVICES</b>	Perform inspections requested by 4:00 pm the next business day		
<b>TWO HOUR INSPECTION WINDOW</b>	Provide a two-hour window of time that the permit holder can expect to have their inspection performed – Upon request only		
<b>MOBILE RESULTING</b>	Provide our inspectors with field devices to enter results immediately		
<b>RENTAL INSPECTION</b>	Perform inspections within forty-eight (48) hours of request		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will forward a copy of revised or amended Municipal Fee Schedule to Consultant
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing the Services
- ✓ Beginning January 01, 2020 and annually thereafter, the hourly rates listed in Exhibit B shall be increased based upon the increase in the Consumer Price Index, but not more than 4% annually.
- ✓ Rates shall not decrease for the term of this Agreement

<b>Service Fee Schedule:</b>	
<b>Administrative Fee</b> <ul style="list-style-type: none"> <li>• Fee will become null thirty (30) days after Municipality adopts a fee schedule agreed upon by Municipality and Consultant (based on an analysis of a few contiguous communities), or</li> <li>• Municipality will implement a single-family rental registration program</li> </ul>	\$1600.00 per month
<b>Inspection Services</b> <ul style="list-style-type: none"> <li>• Permits issued after Service start date</li> </ul>	90% of Municipal Fee as established by ordinance
<b>Inspection Services</b> <ul style="list-style-type: none"> <li>• Permits issued prior to Service start date</li> </ul>	\$60.00 per inspection
<b>Residential Plan Review Services</b>	90% of Municipal Fee as established by ordinance
<b>Commercial Plan Review Services</b> <ul style="list-style-type: none"> <li>• Project valuation &lt; \$15,000,000</li> <li>• Excludes structural engineer review fees</li> </ul>	90% of Municipal Fee as established by ordinance + \$95.00 per hour – one (1) hour minimum
<b>Commercial Plan Review Services</b> <ul style="list-style-type: none"> <li>• Project valuation &gt; \$15,000,000</li> </ul>	Consultant fee will be negotiated on a case by case basis.
<b>Structural Engineering Plan Review</b>	\$150.00 per hour – one (1) hour minimum
<b>Rental Housing Inspection Services</b>	90% of Municipal Fee as established by ordinance
<b>Code Enforcement Services</b>	\$45.00 per hour – one (1) hour minimum
<b>Building Official Services</b>	Included in percentage of fees above
<b>Permit Technician Service</b>	Included in percentage of fees above
<b>After Hours/Emergency Inspection Services</b>	\$100.00 per hour – two (2) hour minimum
<b>Activities Where No Permit Fee is Generated - As requested by Municipality</b>	
<b>Non-Permitted Activity</b>	\$75.00 per hour – one (1) hour minimum
<b>Investigative Services (by request only)</b>	\$75.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

Exhibit C – Community Core Solutions (CCS)



Meritage Systems CommunityCore: Description of Services and pricing for North Canton, OH

Detailed below is the proposed pricing for the one-time setup and licensing fees for the CommunityCore platform which includes InspectorConnect and CommunityConnect. This order form is subject to the terms of service and privacy policy. Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
<b>CommunityCore</b> Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	10
<b>Legacy Data Import: Permitting</b> Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input checked="" type="checkbox"/>	\$0.00	NA	
<b>GIS Integration: Permitting</b>	<input checked="" type="checkbox"/>	\$0.00	\$0.00	
<b>Contractor &amp; Business Licensing</b>	<input checked="" type="checkbox"/>	\$0.00	Included	
<b>CommunityConnect Online Permitting</b> Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	
<b>Online Payments</b> Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input type="checkbox"/>	\$	NA	
<b>One Day On-Site System Training</b>	<input type="checkbox"/>	\$1,500 plus expenses	NA	
<b>Total:</b>		<b>\$0.00</b>	<b>\$0.00</b>	

All pricing valid for 90 days from date of Proposal

- All prices are in United States Dollars - USD

To be invoiced and paid as follows:

- \* Set-up Fee for Permitting Management and Data Import Waived
- \* Annual Licensing Fee Waived
- \* If jurisdiction chooses to use CommunityCore beyond the end date of then current Safebuilt agreement, a new separate agreement and pricing must be signed

Initials: \_\_\_\_\_  
Client

*JCM*  
Meritage

**Detailed Pricing**

The following are details of pricing found above on pricing summary page.

Permitting Modules/Features CommunityCore	Initial One-Time Set-Up	Annual Support and Subscription Fee
<p>CommunityCore Permit Management</p> <ul style="list-style-type: none"> <li>• Permitting and Inspections Management</li> <li>• Address Import Setup</li> <li>• Inspections (including mobile access &amp; when available, InspectorConnect™ app for iOS tablets)</li> <li>• Contractor and Business Registration</li> <li>• Plan Review Tracking and simple Planning/Zoning permits and workflows</li> <li>• Reporting and Data Import/Export</li> <li>• Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions</li> <li>• Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information. Additional custom documents available for an additional charge</li> <li>• Reports: Library of standard reports. Custom Reports available for an additional charge</li> <li>• Multiple Online Training sessions for startup and post startup; ongoing customer support</li> <li>• Personalized support, including periodic configuration updates</li> <li>• Automatic updates of new features</li> </ul>	<p>\$0.00</p>	<p>\$0.00</p> <p>10 Full time users open Read Only*</p> <p>*Read-only licenses provide access to reports and data import/export</p>
<b>Total Permitting:</b>	<b>\$0.00</b>	<b>\$0.00</b>

All pricing valid for 90 days from date of Proposal

- All prices are in United States Dollars - USD

Meritage Systems/CommunityCore, Inc:

By: Jim Muller

Name: James E. Muller

Title: Director of Sales

Date: 10/29/18