



**TENTATIVE AGENDA
ECONOMIC DEVELOPMENT SUBCOMMITTEE MEETING**

City of Platte City, Missouri
City Hall Boardroom, 400 Main Street
December 12, 2017 at 6:00 p.m.

NOTICE OF MEETING: Public notice is hereby given that a meeting of the Economic Development Sub-Committee of the City of Platte City, Missouri will be held at City Hall in the City of Platte City, Missouri on December 12, 2017 at 6:00 p.m. to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Amy Edwards, City Clerk

I. GENERAL

- A. Call to Order
- B. Verification of a Quorum

II. PUBLIC HEARING OR PRESENTATIONS

- A. Public Hearing: None
- B. Presentation: None

III. PUBLIC COMMENT: Please complete a Citizen's Participation Card and return it to the City Clerk prior to speaking. This is the audience members opportunity to speak directly to the Chair of the Subcommittee. When the Chair asks for public participation you may stand up, approach the podium and ask permission to be heard. When recognized please state your name, address and topic you wish to address. Each speaker shall limit his address to five (5) minutes, unless further time is granted by the Chair.

IV. ITEMS FOR REVIEW AND DISCUSSION

- A. Discussion and Recommendation on Resolution approving amendment three of Fiscal Year 2016-2017 budget which includes year end amendments to the General, Cemetery, Parks and Recreation and Transportation Sales Tax funds.
- B. Discussion and Recommendation on Resolution authorizing the City Administrator to execute an agreement with Spinnaker Real Estate Services for Planning and Development services for the East Side Master Plan.
- C. Discussion and Recommendation on Resolution approving amendment two of Fiscal Year 2017-2018 budget which includes amendment to the Economic Development Fund in the amount of \$22,746.33.
- D. Discussion and Recommendation on a Resolution Authorizing the City Administrator to execute an agreement with the Institute of Building Technology and Safety (IBTS) for on call plan review and building inspection services.

V. OTHER MATTERS BEFORE THE BOARD

- A. General Discussion
- B. Adjournment

Packets available for download at: www.plattecity.org

In accordance with ADA guidelines, if you require accommodations (i.e. qualified interpreter, large print, and/or hearing assistance) please notify the City Clerks office at (816) 858-3716 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.

Posted Date: _____

Time: _____

Initials: _____

RESOLUTION R2017-64

Staff Report

To: Mayor Offutt and Board of Aldermen
From: Marji Gehr, Finance Officer
Via: D. J. Gehrt, City Administrator
Date: December 12, 2017
Subj: Fiscal Year 2016-17 Year-End Budget Amendments

Summary: Staff recommends the Economic Development Subcommittee favorably forward the fiscal year 2016-17 year-end budget amendments to the full Board of Aldermen for approval and appropriation of funds for the expenditures.

Background: The City's fiscal year budget is approved by the Board of Aldermen prior to the beginning of each fiscal year. During the fiscal year, the Board may approve individual budget amendments or specific expenditures not included in the original budget to increase the total amount authorized for expenditure.

The year-end budget amendment provides a historical record of specific expenditures approved during the fiscal year that were not included in the original budget and ensures the fiscal year expenditures do not exceed the final budget approved by the Board.

Analysis: The year-end budget amendment will authorize staff to complete the necessary internal transfers to appropriate funds for unanticipated events and costs not included in the original budget as detailed below:

General Fund (100)

- Approve and appropriate \$36,000 to the Courts Services (140) program. Personnel costs and legal costs exceeded the appropriated budget due to activities related to the transition of municipal court operations.
- Approve and appropriate \$3,000 to the Buildings and Grounds (290) program. Building Maintenance & Repair costs exceeded the appropriated budget due to unanticipated costs related to replacing an air conditioner in the Civic Center facility.
- Approve additional personnel costs totaling \$11,000 in the General Administration (410) program due to an unanticipated increase in administrative staff hours totaling \$2,500, part-time staff hours supporting the document archive project totaling \$3,800 and an unanticipated addition to the employee benefit program totaling \$4,700. The document archive project has sufficient funds to cover the part-time staff hours supporting this project. The General Administration (410) program budget is sufficient to cover the additional personnel costs without an increase in appropriated funds.

Cemetery Fund (240)

- Approve and appropriate \$550 to the Cemetery Services (340) program due to unanticipated grounds maintenance costs including new cemetery signs \$545, tree removal \$700 and mole trapping \$320. Other costs were less than anticipated in the budget and reduced the total amount requested to cover the additional grounds maintenance costs noted previously.

Parks and Recreation Fund (270)

- Approve additional personnel costs totaling \$14,900 in the Parks Services (220) program due to an unanticipated increase in recreation program coordination totaling \$7,560, seasonal part-time costs totaling \$5,900 and staff assistance from other City programs totaling \$1,570. The Parks Services (220) program is sufficient to cover the additional personnel costs without an increase in appropriated funds.
- Approve and appropriate \$55 to the Recreation Services (230) program due to an unanticipated increase of \$4,755 in uniform costs for the youth recreation programs. The Recreation Services (230) budget was sufficient to cover most of the additional uniform costs; however, a small budget amendment is required to cover the total overage in program expenditures.

Transportation Sales Tax Fund (360)

- Approve and appropriate \$50,000 in the Transportation Sales Tax Fund (360) for the approved expenditure to purchase public rights of way from McDonald's Corporation.

Fiscal Impact: Fiscal year 2016-17 ended with excess revenues over expenditures including the additional expenditures noted above. The budget amendments are necessary to complete year-end financial closing activities which include a verification that annual expenditures by department and fund are less than or equal to the final budgeted amount appropriated by the Board of Aldermen.

Legal Impact: No legal impact.

Recommendation: Staff recommends the Economic Development Subcommittee favorably forward the fiscal year 2016-17 year-end budget amendments to the full Board of Aldermen for approval and appropriation of funds for the expenditures.

DRAFT

RESOLUTION R2017-64

CITY OF
PLATTE CITY

STATE OF
MISSOURI

A RESOLUTION APPROVING AMENDMENT THREE FOR FISCAL YEAR 2016-2017 BUDGET.

WHEREAS, the Mayor and Board of Aldermen adopted the fiscal year 2016-2017 budget beginning November 1, 2016 and ending October 31, 2017 on September 27, 2016 by Ordinance #1834, Amended on February 21, 2017 by Resolution R2017-09 and Amended on August 22, 2017 by Resolution R2017-45;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PLATTE CITY AS FOLLOWS:

SECTION 1. Approves Amendment THREE to FY 2016-2017 budget by appropriating funds for the following :

General Fund (100)

- Approve and appropriate \$36,000 to the Courts Services (140) program. Personnel costs and legal costs exceeded the appropriated budget due to activities related to the transition of municipal court operations.
- Approve and appropriate \$3,000 to the Buildings and Grounds (290) program. Building Maintenance & Repair costs exceeded the appropriated budget due to unanticipated costs related to replacing an air conditioner in the Civic Center facility.
- Approve additional personnel costs totaling \$11,000 in the General Administration (410) program due to an unanticipated increase in administrative staff hours totaling \$2,500, part-time staff hours supporting the document archive project totaling \$3,800 and an unanticipated addition to the employee benefit program totaling \$4,700. The document archive project has sufficient funds to cover the part-time staff hours supporting this project. The General Administration (410) program budget is sufficient to cover the additional personnel costs without an increase in appropriated funds.

Cemetery Fund (240)

- Approve and appropriate \$550 to the Cemetery Services (340) program due to unanticipated grounds maintenance costs including new cemetery signs \$545, tree removal \$700 and mole trapping \$320. Other costs were less than anticipated in the budget and reduced the total amount requested to cover the additional grounds maintenance costs noted previously.

DRAFT

Parks and Recreation Fund (270)

- Approve additional personnel costs totaling \$14,900 in the Parks Services (220) program due to an unanticipated increase in recreation program coordination totaling \$7,560, seasonal part-time costs totaling \$5,900 and staff assistance from other City programs totaling \$1,570. The Parks Services (220) program is sufficient to cover the additional personnel costs without an increase in appropriated funds.
- Approve and appropriate \$55 to the Recreation Services (230) program due to an unanticipated increase of \$4,755 in uniform costs for the youth recreation programs. The Recreation Services (230) budget was sufficient to cover most of the additional uniform costs; however, a small budget amendment is required to cover the total overage in program expenditures.

Transportation Sales Tax Fund (360)

- Approve and appropriate \$50,000 in the Transportation Sales Tax Fund (360) for the approved expenditure to purchase public rights of way from McDonald's Corporation.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS _____ DAY OF DECEMBER 2017.

Frank Offutt, Mayor

ATTEST:

Amy Edwards, City Clerk

RESOLUTION R2017-70

Staff Report

To: Economic Development Committee
From: D. J. Gehrt, City Administrator
Date: December 12, 2017
Subj: **Professional Services Agreement with Spinnaker Commercial Realty**

Summary: Staff requests the committee favorably forward a resolution approving a professional services agreement with Spinnaker Commercial Realty in the amount of \$22,000 to complete and close out Phase I of the East Side Master Plan project to the Board of Aldermen. This agreement replaces an expired agreement with the RH Johnson Company for similar services. The principal professional staff and planning subcontractor from the previous agreement will remain under the new agreement. Approval of this agreement in combination with a supporting budget amendment will result in a total project cost of \$102,252, an increase of \$12,252 from the original project budget from FY 14-15.

Background: The FY 14-15 City capital budget approved an Economic Development project for East Side Master Planning in the amount of \$90,000. The project was to prepare a market analysis, a conceptual Master Development Plan, a set of Development Design Standards and to market the property. The Master Plan area is the western I-29 frontage between Missouri Highway 92 and Missouri Highway HH/Main Street. The plan area is approximately 300 acres in two parcels, one of which is a 40 acre city owned property at HH and I-29.

Following an open proposal process, the City awarded a Master Development Agreement to RH Johnson and Company in October 2015. The principal participants for RH Johnson in implementing this agreement were Matt Dennis and James Harpool. The planning subcontractor was Confluence Urban Design of Kansas City.

Mr. Dennis left RH Johnson and the project in mid-2016. The market analysis completed under the agreement provided the basis for a series of public planning meetings to gather information and comment for the conceptual Master Plan and the Development Design Standards. The agreement with RH Johnson subsequently expired in December 2016 although the City continued working with Mr. Harpool and Confluence to complete the a draft of the Conceptual Master Plan and the Development Design Standards. These documents are currently in draft form and are moving through the public comment and Planning Commission review process. The agreement funding and scope of work take the project to completion and closeout which is anticipated in late January/early February of 2018. Close out actions include any document and plan changes that may result from the ongoing public and Planning Commission review process.

The principal for Spinnaker Commercial Realty is James Harpool who has served as the lead professional on this project for both RH Johnson and Spinnaker. Confluence Urban Design remains as the planning subcontractor for the project.

Analysis: The proposed professional services agreement addresses the period from January 1, 2017 through the estimated project completion and closeout date of January 31, 2018. The scope of work is unchanged from the previous agreement with RH Johnson and all deliverables will be completed with delivery of the final Conceptual Master Plan and Development Design Standards

RESOLUTION R2017-70

Staff Report

in late January including any revisions from the December/January public and Commission review sessions.

The proposed agreement amount of \$22,000 will fund all work completed to date as well as an allowance for estimated costs to complete and close out the project. The proposed agreement will increase total project cost by approximately \$12,250 dollars for final expenditures under the RH Johnson and this agreement of \$102,252.

Approval of the proposed agreement and the supporting budget amendment will provide the authorization to expend the remaining project balance of \$10,493.97 and an additional \$11,506 in fiscal year 2017-18 to complete and close out this project.

Fiscal Impact: Approving this agreement with the supporting fiscal year 2017-18 budget amendment provides staff with the authority to approve payments to the consultant up to \$22,000 in this fiscal year. The use of the remaining project balance results in a net fiscal impact of approximately \$11,500. The fund balance in the Economic Development Fund (412) is sufficient to provide funding for this agreement.

Legal Impact: No significant legal impact.

Recommendation: Staff requests that the committee favorably forward a resolution approving a professional services agreement with Spinnaker Commercial Realty in the amount of \$22,000 for close out and completion of Phase I, East Side Master Plan to the Board of Aldermen.

Professional Services
Agreement for
Planning and Development Services
Between
City of Platte City
And
Spinnaker Real Estate Services

This professional services agreement is entered into as this 16th day of December, 2017 by and between the City of Platte City (City), a municipal corporation of the State of Missouri (City) and Spinnaker Commercial Realty, Inc. (Consultant).

Whereas, the City leases 38 acres of property on the east side of Interstate 29 at the SE quadrant of HH Highway and I-29 from the Industrial Development Authority (IDA) of Platte City, and;

Whereas, a private property owner, Laderoute/Kline owns approximately 260 acres of property along the east side of I-29 from HH Highway to 92 Highway with said property being adjacent to the City leasehold, and;

Whereas, City and property owner agree that the properties owned by the two parties will have increased value and improved economic development opportunities if a consistent development plan applies to the two adjacent properties.

Whereas, the City, the IDA and private property owner have been engaged in joint multi-year planning and marketing effort to facilitate the sale and/or economic development of the 300 acres on the east side of I-29. The planning and marketing effort was being conducted in accordance with a Master Development Agreement between the City and RH Johnson Company effective May 28, 2015, and;

Whereas, the Agreement with RH Johnson is no longer in effect and the City wishes to continue and complete the remaining components of the planning and development activities as a precursor to a future effort, and therefore this agreement replaces the aforementioned Master Development Agreement and shall cover all professional services provided in accordance with the terms of that Agreement between January 1, 2017 and the termination of this agreement and which have not previously been invoiced by any vendor or paid by the City.

Now Therefore, the City and Consultant desire to enter into this professional services agreement for the purpose of completing the remaining components of the planning and development actions initiated under the earlier (2015) agreement in accordance with the terms and conditions

of this agreement with a specific scope of work as stated in Exhibit A, herein attached by reference.

The City and Consultant, in consideration of the mutual covenants and agreements contained herein agree as follows:

Term: The term of this agreement shall be from month to month commencing on January 1, 2017 and terminating on January 31, 2018.

Payment: City shall pay Consultant an amount of not to exceed \$22,000 for market analysis and development standards including subcontracted planning and development services required to complete the East Side Conceptual Master Plan and Project Design/Development Standards. These payments shall encompass professional services performed under the previous Master Development Agreement on or after January 1, 2017 but not invoiced to or paid by the City.

Payment Period: Consultant shall invoice City on a monthly basis; City shall process payment within thirty days of the date of invoice. In the event the City disputes some or all of the charges, the undisputed balance of any invoice shall be paid within the payment period stated in this paragraph.

Independent Contractor: Consultant are independent contractors and as such are not employees, agents or representatives of the City. Consultant may use other such professionals or subcontractors to assist in the performance of the Consultant's obligations under this agreement. Consultant shall be solely responsible for compensation of any agents, consultants, brokers, and other service providers ("subcontractors") and their existence or performance under this Agreement in no manner creates any relationship or third party beneficiary between said subcontractors and the City, unless expressly agreed to in writing by City.

Indemnification: Consultant further agrees to indemnify and defend the City against any and all claims made by and on behalf of said subcontractors and arising out of this Agreement and agrees to defend, indemnify and hold the City, its employees, agents and officers, harmless from and against all liability for damages, costs and expenses, including attorney's fees, arising out of any claim, suit, judgement, or demand arising from the negligent or intentional acts or omissions of the Consultant or subcontractors relating to this agreement and the execution and performance of this agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of the conditions, occupancy, use, possession, conduct or management of, or any work done in accordance with this Agreement. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage

arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or negligence or the willful acts or omissions of the City, its officers, agents or employees.

Alternative Dispute Resolution: City and consultant agree that disputes relative to the Agreement should first be addressed by direct negotiations between the parties. If either party declares that direct negotiations have not resolved the dispute, either party shall be free to take such steps as it deems necessary to protect its interests.

Termination: This agreement may be terminated with ten (10) days of providing notice to the other party for any of the following events:

- a. Either party may terminate this agreement in the event the other party fails to perform as provided herein; or
- b. The City elects not to approve annual appropriation for this agreement except that it shall be required to appropriate funds for any work conducted up to the date of termination by consultant or authorized subcontractors in providing services in accordance with this agreement.

City Police Powers: Nothing in this agreement shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict, or limit the legislative or police powers of the City granted by the Missouri Constitution, state statutes or by general law. Specifically, nothing in this agreement requires the City, its Governing Body or Planning Commission to approve or disapprove any zoning, plan approval or land use request by consultant, private property owners or other parties.

Notice: Any notice approval or consent requirement shall be deemed to be given if it is in writing and mailed by US mail or delivered by hand to the following:

City:

City of Platte City
Attn: City Administrator
400 Main Street
Platte City, Mo 64079

Consultant

Spinnaker Commercial Realty
Attn: Jim Harpool
10585 W 151st Terrace
Overland Park, KS 66221

Miscellaneous Provisions:

Third party beneficiaries: Nothing contained in this agreement shall be construed to confer upon any party the rights of a third party beneficiary.

Non Liability of City Officials: No member of the Governing Body, official, officer, employee, agent or representative of the City shall be personally liable to the consultant or any successors or assigns pursuant to the provisions of this agreement.

Amendments: This agreement may be amended or modified only by written agreement executed by both parties.

Binding Effect: This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their permitted successors and assigns.

Not a partnership: The provisions of this agreement are not intended to create nor shall they in any way be interpreted or construed to create a joint venture, partnership or any other similar relationship between the parties

Assignment: The agreement shall not be assigned by consultant without written consent of City.

Governing Law: This agreement shall be governed exclusively by and construed and interpreted in accordance with the applicable laws of the State of Missouri, and any lawsuit, action or proceeding arising from the agreement shall be brought exclusively in the 6th Judicial Circuit Court of Platte County, Missouri. If remanded to Federal Court, the venue shall be the Federal District Court in Kansas City, Missouri.

Execution: All parties represent that they have authorized the persons identified below to execute this agreement on behalf of their respective entities:

For the City:

For Consultant

Dennis J. Gehrt
City Administrator

James Harpool
Principal

Attachments: Exhibit A: Scope of Services

Exhibit A
Scope of Services
Professional Services Agreement
City of Platte City
And
Spinnaker Commercial Realty
For
East Side Master Planning

The Scope of Services under this agreement shall consist of the following actions and deliverable items:

Actions:

- a. Develop a visual preferred concept plan based on the three preliminary concept plans previously created during the initial phases of the East Side Master Planning process. Public comment and input received from the public project workshop shall be reviewed and incorporated into the preferred concept plan when and where relevant and feasible.
- b. Develop a set of design and development standards which support the preferred concept plan and which illustrate the major design features to be implemented with regard to the development including but not limited to monument signage, site signage, tenant signage, trash enclosures, HVAC screening, site lighting, street and sidewalk visual appearance, street, sidewalk and right of way landscaping, and other critical design elements. Public comment and input received from the public project workshop shall be reviewed and incorporated into the design standards when and where relevant and feasible.
- c. Create and provide to the City completed visual displays of the preferred concept plan; attend and serve as lead presenter of preferred concept plan for up to three Planning and Zoning Commission and/or Board of Aldermen meetings at which this project is on the discussion or action agenda.
- d. Create and provide to the City a completed Design Guidelines book compiling a visual and text description of design and development standards for this project; attend and serve as lead presenter of the design and development standards for up to three Planning and Zoning Commission and/or Board of Aldermen meetings at which this project is on the discussion or action agenda.

- e. Make final revisions to preferred concept visual presentation and Design Guidelines book prior to attendance at the third Planning and Zoning Commission/Board of Aldermen meeting. Final revisions to be based on input from public, commissioners and aldermen during the initial two public meetings where such comments are relevant and feasible.

Deliverables

1. Provide City with final version of preferred concept plan visual display to City in large format hard copy and in pdf format on electronic storage device compatible with City IT devices/systems.
2. Provide City with final version of Design Guideline book in standard format hard copy, pdf format on electronic storage device compatible with City IT systems/devices and editable electronic version compatible with MS Office 2010 or later.

DRAFT

RESOLUTION R2017-70

CITY OF
PLATTE CITY

STATE OF
MISSOURI

Thanks

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SPINNAKER REAL ESTATE SERVICES FOR PLANNING AND DEVELOPMENT SERVICES FOR THE EAST SIDE MASTER PLAN.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PLATTE CITY, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby approve a professional services Agreement with Spinnaker Real Estate Services for Planning and Development Services and authorizes the City Administrator to execute the agreement on behalf of the City.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED ON THIS _____ DAY OF DECEMBER 2017.

Frank Offutt, Mayor

ATTEST:

Amy Edwards, City Clerk

RESOLUTION R2017-72

Staff Report

To: Mayor Offutt and Board of Aldermen
From: D. J. Gehrt, City Administrator
Date: December 12, 2017
Subj: Fiscal Year 2017-18 Year-End Budget Amendments

Summary: Staff recommends the Economic Development Subcommittee favorably forward a resolution amending the fiscal year 2017-18 budget to the full Board of Aldermen for approval and appropriation of \$22,746.33 in the Economic Development Fund (412) to close out Phase I, East Side Master Plan.

Background: The City's fiscal year budget is approved by the Board of Aldermen prior to the beginning of each fiscal year. During the fiscal year, the Board may approve individual budget amendments or specific expenditures not included in the original budget to increase the total amount authorized for expenditure.

Capital projects, including the professional services supporting capital projects often include lengthy schedules extending over multiple fiscal years. When the end of these projects overlap the transition between two fiscal years, it often becomes necessary to amend the fiscal year in which the project ends to fund all final program activities.

Analysis: The East Side Master Plan project was originally approved and funded in FY 14-15 in the amount of \$90,000. Project activities have continued throughout FY 16-17 and are scheduled to conclude with plan acceptance and project close out in FY 17-18 (late January 2018). The total estimated expenditures to close out the project is \$102,252.36; \$12,252.36 more than the original project budget.

Total project expenditures at the end of FY 16-17 are \$79,506.03, leaving a project balance of \$10,493.97, for which the expenditure authority expired at the end of FY 16-17.

The proposed FY 2017-18 budget amendment appropriates an expenditure of \$22,746.33 from the Economic Development Fund (412) to conclude and close out the East Side Master Plan.

Approval of the amendment will result in a final project appropriation of \$102,252.36.

Although the proposed FY 2017-18 amendment is for \$22,746.13, the re-appropriation of the \$10,493.97 remaining in the project balance at the end of FY 2016-17 reduces the net fiscal impact to \$12,252.16.

The proposed budget amendment authorizes staff to complete the necessary internal transfers to appropriate funds for unanticipated events and costs not included in the original budget as detailed below:

Economic Development Fund (412)

- Approve and appropriate \$22,746.13 to the East Side Master Plan project. Total costs to conclude and close out the project exceeded the original \$90,000 budget by \$12,252.36 due to adjustments to the scope of work since the project was approved in the FY 2014-15 budget.

Fiscal Impact: This amendment has a net fiscal impact of \$12,252.16 and will result in a total project cost of \$102,252.36. The Economic Development Fund (412) reserve balance is sufficient to fund this expenditure.

Legal Impact: No legal impact.

Recommendation: Staff recommends the Economic Development Subcommittee favorably forward the proposed amendment to fiscal year 2017-18 Economic Development Fund (412) budget in the amount of \$22,746.13 to fund completion, acceptance and closeout of Phase I, East Side Master Plan to the full Board of Aldermen for approval and appropriation of funds.

RESOLUTION R2017-72

CITY OF
PLATTE CITY

STATE OF
MISSOURI

A RESOLUTION APPROVING AMENDMENT TWO FOR FISCAL YEAR 2017-2018 BUDGET.

WHEREAS, the Mayor and Board of Aldermen adopted the fiscal year 2017-2018 budget beginning November 1, 2017 and ending October 31, 2018 on September 26, 2017 by Ordinance #1853 and Amended on November 14, 2017 by Resolution R2017-60; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PLATTE CITY, MISSOURI, AS FOLLOWS:

SECTION 1. Approves Amendment TWO to FY 2017-2018 budget by appropriating funds for the following :

- **Phase I East Side Master Plan in the amount of \$22,746.33** in the Economic Development Fund 412

SECTION 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED ON THIS _____ DAY OF DECEMBER 2017.

Frank Offutt, Mayor

ATTEST:

Amy Edwards, City Clerk

RESOLUTION R2017-71

Staff Report

To: Economic Development Committee
From: D. J. Gehrt, City Administrator
Date: December 12, 2017
Subj: **Professional Services Agreement with IBTS for On Call Building Inspection Services**

Summary: Staff requests the committee favorably forward a resolution approving a professional services agreement with the Institute for Building Technology and Safety (IBTS) to provide on call building inspection services to the Board of Aldermen. The agreement is available to the City through the Mid-America Regional Council cooperative purchasing program. The agreement increases the City's plan review and construction inspection capacity to support increased development activity without adding additional employees.

Background: Platte City currently has a single full-time position tasked with providing plan review, building inspection, planning and zoning oversight and code enforcement. Although this staffing level has provided a satisfactory level of service over the past ten years, it does not provide the City with the additional building inspection capacity required to support development occurring or proposed on the east side of Interstate 29.

The City is a member of the Mid-America Regional Council, which provides a variety of services to local governments in the Kansas City metropolitan area. Among the MARC services is a regional cooperative purchasing program which allows member agencies to contract for material, equipment and professional services off of a series of regional Master Agreements. The regional cooperative purchasing program allows local governments to take advantage of region-wide shared agreements rather than having each entity conduct its own specialized purchasing or contracting process. The use of cooperative purchasing is especially beneficial to smaller communities which do not have their own stand alone purchasing/contracting staff.

The Institute for Building Technology and Safety (IBTS) is a nationwide, non-profit organization whose purpose is to assist local governments by "delivering quality services that meet the challenges of governance at all levels, while enhancing public safety, economic development and the general welfare." In fulfilling the purpose of the organization, IBTS provides a "cafeteria" service of building, planning, stormwater, zoning and maintenance services to city and county governments. Several area communities, including the City of Tracy, have active agreements with IBTS for some or all of these services.

Analysis: The City's existing plan review and building inspection services are sufficient to provide timely, high quality inspection services for our existing construction and development demand. However, the City recognizes that its current plan review and building inspection capacity is not sufficient to provide the same level of timely inspection service for a much higher work demand anticipated from east side development activities. The City has approved an 187 parcel single family development that is expected to fill at the rate of 35-50 houses per year. The City anticipates developer requests for an additional 175-250 parcel subdivision within the next 8-12 months with a similar anticipated construction rate. The City does not have capacity with its current staffing levels to meet this level of plan review and inspection demand.

RESOLUTION R2017-71

Staff Report

Options available to the City to increase plan review and building inspection capacity are:

- Add additional full or part-time staff positions; hire additional City employees
- Shift current City staff from other duties; provide training in plan review/building inspection
- Conduct an independent professional services selection process
- Participate in a cooperative purchasing system with other local agencies

The City has a general policy that creating new positions and hiring additional employees will occur only if there are no other viable options. While it may be necessary to increase Building Department staff levels in the future, the other options provide the City with viable options. The need to create new positions should be re-examined on a periodic basis as new development actually occurs.

The City has a general policy of cross training staff to reduce reliance on a single employee for any major functional activity. Plan review and building inspection are functions in which the City remains exposed to over reliance on a single position/single employee. This over reliance may be cause for creation of an additional planning/building position in the future. A significant cause of staff shortage in this area is the amount of time and focus required for other staff to obtain the specialized training and knowledge required to perform plan reviews and building inspections. While the City has identified staff with enough training to back up first level inspections; there are not enough unused staff hours in other departments to accommodate the time required to cross train a certified building inspector. The City will continue to train staff from other departments as back up/first level building inspectors but does not have the excess staff capacity to transfer any existing employees to full-time building inspection.

As the City does not have a stand alone purchasing and contracting function, selection and award of specialized professional services requires a significant time investment from senior staff (department directors and above) to draft specifications, conduct recruitment, review submittals and provide award recommendation. The City rarely has excess time capacity available to task department directors and above with conducting specialized purchasing and contracting when other options are available.

When available, the City seeks to take advantage of cooperative purchasing for both general commodities and specialized technical services through the use of the mechanisms such as the General Services Administration GSA Advantage, the State of Missouri Office of Administration Contract and Purchasing List, the State of Missouri Department of Transportation (MoDOT) vehicle and equipment cooperative purchasing list and the Mid-America Regional Council (MARC) cooperative purchasing program.

Staff has elected to take advantage of the MARC cooperative purchasing program as the option that best suits the City's need for on call technical services for plan review and building inspection.

Proposed Agreement: Although IBTS provides a number of different types of professional and technical services, the agreement with the City is limited to Plan Review and Building Inspection

RESOLUTION R2017-71

Staff Report

Services. The City intends to use these on call services almost exclusively to provide timely support to new single family construction, mostly on the east side of Interstate 29. Terms of the proposed agreement are as follows:

- On call services with no guaranteed minimum use.
- Two year term, subject to renewal by mutual agreement.
- Termination with cause (after notice and failure to cure).
- City shall provide project manager (City Building Officer) and collect fees.
- IBTS shall provide trained staff, vehicle, computers and other tools/equipment.
- Fees shall be in accordance with attached fee schedule with initial standard fee of \$250 for plan review and \$850 for all inspections/re-inspections for a standard single family unit.
- IBTS shall provide all insurance, name City as additional insured and indemnify the City.
- City may request additional a la carte technical services in accordance with agreement fee schedule.

Fiscal Impact: The City has included funding for contract inspection services in the approved FY 2017-18 budget. City building fees for a standard single family unit (2,000 to 3,000 sq ft) are approximately \$1,100. IBTS contract costs for plan review (\$250) and all inspections/re-inspections for a standard, single family unit (\$850) total approximately \$1,100. The City's current building fees are sufficient to cover the cost of this service for each single family unit.

Legal Impact: No significant legal impact. The Governing Body has the authority to approve professional service agreements. State statutes authorize local governments to purchase materials, vehicles, equipments and services through the use of cooperative purchasing agreements.

Recommendation: Staff requests that the committee favorably forward a resolution approving a professional services agreement with IBTS to provide on call plan review and building inspection services to the Board of Aldermen.

SERVICE AGREEMENT

IBTS SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY AND CITY OF PLATTE CITY, MISSOURI

On this _____ day of _____, 2017, City of Platte City, Missouri, herein after referred to as "Jurisdiction", located at 400 Main Street, Platte City, MO 64079 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, The Mid-America Regional Council (MARC) along with IBTS and has made available to the Jurisdiction for consideration regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS:

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the services described herein:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Advisory Committee" refers to the Oversight Advisory Committee established jointly by MARC and IBTS. The Advisory Committee consists of representatives of participating cities and towns and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Augmentation" refers to IBTS augmenting an existing jurisdiction's department with specific tasks, staff and other services while the jurisdiction provides supervision for these day to day activities.

"Jurisdiction" refers to the jurisdiction signing this agreement.

IBTS SERVICE AGREEMENT

“Master Agreement” refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

“Operation” refers to IBTS operating and or running a department of service area for the jurisdiction. This includes all services described within a service area.

“Service Agreement” refers to this agreement entered into by jurisdiction and IBTS that define specific services to be delivered by IBTS to the jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through MARC.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

- : Building Code Department Services & Fees, Attachment B
- : Floodplain Services & Fees, Attachment C
- : Accessibility Code Services & Fees, Attachment D
- : Fire Code Review & Inspection Services & Fees, Attachment E
- : Stormwater Services & Fees, Attachment F
- : GOVmotus™ Permitting Software & Fees, Attachment G
- : Reserved For Future Use
- : Planning and Zoning Services and Fees, Attachment I
- : Property Maintenance Services and Fees, Attachment J

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 15.0 – Agreement Modification.

Non-Regional Services: IBTS will provide services describe herein to jurisdictions that are outside of the red, green and or blue geographical areas as identified in Appendix 1. Jurisdiction understands and agrees to the additional fuel surcharges and will include these surcharges on all services when collecting fees from the applicant. Jurisdictions outside the red, green and or blue areas that are selecting services must select the combination of Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services and Stormwater Services, or negotiate directly with IBTS for additional scope of services.

IBTS SERVICE AGREEMENT

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other's registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the jurisdiction may collect the fees for all services as described in the attachments to this agreement. Jurisdiction elects to utilize the fee collection method initial below:

Rebate Process: IBTS will collect all fees. IBTS will retain fees for its services and will rebate the permit fees collected.

Invoice Process: Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its services and IBTS will invoice the jurisdiction for services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the jurisdiction. The reports to the jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with services provided to Jurisdictions. IBTS will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with a the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within 45 days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS

IBTS will rebate to the Jurisdiction permit fees for services the Jurisdiction provides such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities only after the inspections have been completed and the building has passed all IBTS inspections

Invoice Process - Alternatively, if the Jurisdiction elects the invoice process the Jurisdiction will collect payment of fees from the applicant.

IBTS will invoice the jurisdiction for all fees as described in the attachments. The jurisdiction agrees to make payments to IBTS within 45 days of receipt of the invoice. A report describing all transactions will include the permit number, permit type, permit category and the date of the permit will accompany the invoice.

Jurisdiction's Permit Fees– Each jurisdiction may establish permit fees for each permit type shown in the attachments to this Service Agreement. IBTS can provide suggested permit fees that can be added to the fees in this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with

IBTS SERVICE AGREEMENT

all other plan review, inspection, flood review, handling and other fees required for the service, shall be paid to the fee collector at the time the applicant submits the permit application.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on _____, 2017, and shall end on _____, 2019. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of the Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of

IBTS SERVICE AGREEMENT

IBTS in the performance and/or failure to perform within the Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association (“AAA”) Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in Kansas City, Kansas metropolitan area.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in the Service Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction’s possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

17.0 SUBCONTRACTORS

IBTS may, with prior notice to Jurisdiction, use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

All IBTS staff members, as well as consultants or staff provided by a Subcontractor who will provide building department services as an inspector or plan reviewer, shall register with the required local and or state building code agencies.

18.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246,

IBTS SERVICE AGREEMENT

the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

19.0 INSURANCE

IBTS's Insurance – IBTS shall submit evidence of insurance to Jurisdiction and will add Jurisdiction as “an additional insured party” on IBTS's policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to Jurisdiction.

Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Worker's Compensation Insurance – IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.

Commercial General Liability Insurance – IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, Jurisdiction and any Subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by the IBTS staff or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to Jurisdiction. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

Errors and Omissions Insurance – IBTS shall maintain, during the life of the Service Agreement, Errors and Omissions Insurance in an amount not less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles – IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance – IBTS shall require that any and all Subcontractors, which are not protected under IBTS insurance policies, take and maintain insurance of the same nature and in the same amounts as those required of the IBTS. IBTS shall be responsible for any failure of its Subcontractors to conform to this insurance requirement.

IBTS SERVICE AGREEMENT

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

City of Platte City, Missouri
Attn:
400 Main Street
Platte City, MO 64079

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Don Howell, Director
45207 Research Place
Ashburn, VA 20147

City of Platte City, Missouri
Attn:
400 Main Street
Platte City, MO 64079

22.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

23.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its amendments.

24.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2017.

For IBTS:
Printed Name: _____
Title: _____
Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____
Signature: _____
Date: _____

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide complete Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Permit Applications

Citizens/contractors may go to each jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

B2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*
Commercial Inspections: \$150.00 per inspection*

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing, that's 2 inspections for a total of \$200.00.*

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$250	\$850
	3,001-5,000	\$390	
	>5,001	\$490	
New Modular	All	\$150	\$250^
Alter/Repair	Plan Review Not Required	na	\$150^
	Non Structural Support Modifications	\$75	\$150^
	With Structural Support Modifications	\$100	\$250^
	With Structural Support Modifications & Egress Changes	\$150	\$300^
New Manufactured Housing	All	n/a	\$250
New Detached Accessory	Over 400 sq. ft.	\$100	\$200^
New Portable Building	Over 400 sq. ft.	\$75	\$150^
Structure Relocation	All	\$185	\$250
Swimming Pool	For pools required by ICC and city codes to be inspectexd.	\$75	\$300
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$90
3rd Re-Inspection			\$150
Roofing Inspection			\$150
Electrical Meter Change			\$75
Mechanical Trade Inspection			\$75
Electrical Trade Inspection			\$75
Plumbing Trade Inspection			\$75
Demolition			\$75
Change of Occupancy			\$75
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$150
Temporary Pole			\$75
All Stop Work Orders			\$150
Flood Determination Review			\$65

^ Add trade permit fees when required Page | B 3

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERCIAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES	
		Minimum	Maximum	Includes 1 Re-review			
A	ASSEMBLY (Section 303)	0	2,500	\$385	\$175	\$1,250	
		2,501	4,500	\$650		\$1,500	
		4,501	10,000	\$1,300		\$2,800	
			10,001	50,000	\$1,850	\$300	\$4,000
			50,001	100,000	\$3,250		\$8,500
			100,000	300,000	\$4,500		
			300,001 +		\$4,500 + .01 sq.ft. over 300,000	\$500	\$8,500 + .01 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$385	\$125	\$1,000	
		2,001	5,000	\$650		\$1,500	
		5,001	10,000	\$1,300		\$1,850	
			10,001	20,000	\$1,650	\$200	\$4,095
			20,001	30,000	\$2,450		\$5,265
			30,001	50,000	\$3,475		\$7,020
			50,001	100,000	\$4,275	\$325	\$11,700
			1,000,001	300,000	\$5,500.00		\$21,000
			300,001 +		\$5,500 + .01 sq.ft. over 300,00		\$21,000 + .01 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$415	\$125	\$750	
		3,001	10,000	\$825		\$1,755	
		10,001	30,000	\$1,550		\$2,575	
			30,001	80,000	\$2,225	\$200	\$4,650
			80,001	150,000	\$3,000		\$9,900
			150,001	300,000	\$5,125		\$14,625
			300,001 +		\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$650	\$175	\$1,500	
		5,001	10,000	\$1,150		\$1,875	
		10,001	30,000	\$1,900		\$4,365	
			30,001	80,000	\$3,150	\$300	\$9,945
			80,001	150,000	\$4,900		\$17,550
			150,001	300,000	\$7,850		\$43,875
			300,001 +		\$7,850 + .01 sq.ft. over 300,000	\$500	\$43,875 + .01 sq.ft. over 300,000

IBTS SERVICE AGREEMENT
Building Code Department Services & Fees, Attachment B

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$550	\$125	\$750
		10,001	20,000			\$750
		20,001	50,000			\$1,250
		50,001	100,000			\$1,250
		100,001	200,000			\$1,250
		\$200,001 +		\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$725	\$125	\$1,000
		2,001	5,000	\$1,100		\$1,200
		5,001 +		\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$550	\$150	\$1,500
		2,501	10,000	\$1,250		\$1,872
		10,001	30,000	\$1,800		\$4,680
		30,001	50,000	\$3,250		\$9,945
		50,001	150,000	\$4,200	\$225	\$17,550
		150,001	300,000	\$5,425		\$43,875
		300,001 +		\$5,425 + .01 sq.ft. over 300,00		43,875 + .01 sq.ft. over 300,00
Tenant Finish	When any size existing building experiences an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: \$100.00/hr with project maximums quoted per job.

Full Time (40 hours a week) Inspector: \$90/hr with four month minimum commitment.

IBTS/MARC MASTER AGREEMENT
Floodplain Services & Fees, Attachment C

C1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction’s local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$65.00 per unit
Elevation Determination – Commercial	\$125.00 per unit
Ordinance Review	\$100.00 per hour
Ordinance Amendment Facilitation	\$100.00 per hour
LOMR and LOMA Assistance	\$100.00 per hour
Consultation	\$100.00 per hour

Additional services are available upon request.

IBTS/MARC MASTER AGREEMENT
Accessibility Code Services & Fees, Attachment D

D1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plans reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVmotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

D1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Operation Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Augmentation: Should an applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

**1.5% of IBTS fees*

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes etc. IBTS will work with the local Fire Chief to ensure a safe event.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

E1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERICAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENT AION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTA TION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
300,001 +		\$950.00	\$1,400.00	\$1,580.00	\$2,100.00			
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

IBTS/MARC MASTER AGREEMENT
Fire Code Review & Inspection Services & Fees, Attachment E

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1, S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +					\$250.00	\$500.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

F1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

IBTS/MARC MASTER AGREEMENT
Stormwater Services & Fees, Attachment F

F2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B.

F2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this attachment. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the jurisdiction. Because each jurisdiction's needs are different and if needed, each jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

STORMWATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$250.00	\$1200.00 / year / development
Commercial SWPPP Master Development Reviews	\$350.00	\$1500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$100.00	\$200.00 / site
Residential Rainfall Event Inspection	N/A	\$100.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$175.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

*Additional services available upon request, such as:

Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G 1.0 GOVmotus™ Programs

GOVmotus™ is a Software as a Service (SaaS) solution provided by the Institute of Building Technology and Safety (IBTS) that delivers an internet based system hosted in an environment that Subscribers can access for data entry, reporting, archival, document storage, tracking, receiving and processing payments as well as other tasks normally associated with delivery of building code department services, licensing, and property maintenance case management.

The GOVmotus™ Programs are provided to Subscribers in bundles of the modules described below. Subscription fees maintenance fees, and termination fees for bundled modules are described below.

The bundles are packaged together and the associated features, fees, storage capacities, number of users, roles and other descriptive conditions are described in this Exhibits A. The bundles described herein are called: 1) Bronze 2) Gold and 3) Platinum. The Platinum bundle is a tailored configuration to customer’s specific requirements. A summary of the features available in the Bronze and Gold GOVmotus bundles are set forth in the following tables.

G 1.1 GOVmotus//Permitting Module

The GOVmotus Permitting Module can be packaged in a Bronze, Gold or Platinum bundle. The Permitting Module provides data entry, reporting, archival, document storage, tracking, payment processing, and other tasks normally associated with the delivery of building code department services.

GOVmotus PERMITTING FEATURES	BRONZE	GOLD
PERMIT APPLICATIONS	X	X
PERMITS	X	X
PLAN REVIEWS	X	X
INSPECTIONS	X	X
CERTIFICATES OF OCCUPANCY	X	X
FLOODPLAIN TRACKING		X
AUTOMATED NOTIFICATION		X
DOCUMENT MANAGEMENT		X
MANAGEMENT REPORTS		X
ADVANCE SEARCH FEATURES		X
INSPECTION TYPE SELECTION		X
CONTRACTOR LIST		X
CONTRACTOR PORTAL		X
ONLINE VIDEO HELP		X
AUTOMATED FEE CALCULATIONS		X
CONTRACTOR QUICK FEE CALCULATOR		X
ROLE BASED USERS		X
INSPECTION CODES INCLUDED		X
CONTRACTOR INSPECTION REQUESTS		X

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G1.2 GOVmotus//Licensing Module

The GOVmotus Licensing Module can be packaged in Gold or Platinum bundles. The Licensing Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of licensing services.

GOVmotus LICENSING FEATURES	
LICENSE APPLICATIONS	X
LICENSE ISSUANCE	X
APPLICANT TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
WEB-BASED PORTAL	X
PAYMENT PORTAL	X
ONLINE APPLICATIONS	X
ONLINE VIDEO HELP	X
AUTOMATED FEE CALCULATIONS	X
ROLE BASED USERS	X
INSURANCE / BOND TRACKING	X
AUTOMATED NOTIFICATIONS	X
AUTOMATED RENEWALS	X

G1.4 GOVmotus//Property Maintenance Module

GOVmotus Property Maintenance Module can be packaged in Gold or Platinum bundles. The Property Maintenance Module provides data entry, reporting, archival, document storage, tracking, payment processing and other tasks normally associated with the delivery of property maintenance services.

GOVmotus PROPERTY MAINTENANCE FEATURES	
CASE APPLICATIONS	X
CASE MANAGEMENT	X
CASE ROUTING	X
INSPECTIONS	X
VIOLATION NOTICES	X
VIOLATION TRACKING	X
AUTOMATED NOTIFICATION	X
DOCUMENT MANAGEMENT	X
MANAGEMENT REPORTS	X
ADVANCE SEARCH FEATURES	X
AUTOMATED FEES	X
ROLE BASED USERS	X
INSPECTION CODES INCLUDED	X
PICTURE UPLOAD	X
CASE SUMMARIES	X

IBTS/MARC MASTER AGREEMENT

GOVmotus™ Permitting Software & Fees, Attachment G

G1.5 GOVmotus Authorized Users & Roles

GOVmotus provides users' roles, based upon permissions from the Subscriber that allow the Authorized Users to access only the areas of the system associated with their specific roles. Subscriber must identify the Authorized Users, and their roles within GOVmotus, using the Subscription Order Form as shown in Exhibit B. Subscriber may change and update these Authorized Users and their roles as allowed by the Agreement.

Roles Utilized in GOVmotus bundles are:

GOVmotus AUTHORIZED USER LIMITS	BRONZE	GOLD	PLATINUM
Users Included*	1-3	11-15	TBD
Each Additional User (Groups of 5)	N/A	\$100	TBD

*additional users can be added as outline in Exhibit B

GOVmotus USER ROLES							
System Roles	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
Permitting	X	X	X	X	X	X	
Licensing	X	X				X	X
Property Maintenance	X	X		X		X	

GOVmotus SYSTEM ACCESS							
Component Access	Admin	Building Official	Plan Reviewer	Inspector	Permit Tech	Accounting	License Tech
APPLICATIONS	X	X	X	X	X	X	X
PROJECT/CASE INFO	X	X	X	X	X	X	
CONTRACTOR INFO	X	X	X	X	X		
OWNER INFO	X	X	X	X	X		X
FEE CALCULATIONS	X	X			X	X	X
PLAN REVIEW	X	X	X				
INSPECTIONS	X	X	X	X			
PERMIT ISSUANCE	X	X			X		
CERTIFICATE ISSUANCE	X	X			X		X
ACCOUNTING	X	X				X	
REPORTING	X	X	X	X	X	X	X
DOCUMENT MGMT	X	X	X	X	X	X	X

G1.6 GOVmotus Database Storage Size

Based upon the package and or module selected, Service Provider will provide allotted storage space in the Service Provider's hosted environment as shown in the below table.

DATABASE STORAGE LIMITS ¹	BRONZE	GOLD	PLATINUM
PERMITS / YEAR	200	3000	TBD
LICENSES / YEAR	N/A	3000	TBD
CASES / YEAR	N/A	3000	TBD

¹ Per year limits. Data will be stored for previous 3 years and then made available via archived storage.

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

G1.7 GOVmotus Customization / Integration / Data Migration

Service Provider may customize the GOVmotus system and integrate it with other software systems and applications upon request from the Subscriber in the PLATINUM package. Subscriber agrees to provide in writing a scope of services for the customization. Upon acceptance by the Service Provider, the Customized Scope of Services (Exhibit B as required) shall become a binding part of the Subscription Service Agreement.

G1.8 GOVmotus Training Services

Service Provider offers online help and usage documentation for all GOVmotus products at no cost to the Subscriber. Subscriber may elect to purchase additional training services if needed. The costs to deliver additional training has been identified in Exhibit B. Should the Subscriber elect to purchase additional training, the scope of training and pricing shall be defined and attached to the Subscription Order Form.

G1.9 GOVmotus™ Service Levels

Service Provider shall host and maintain the GOVmotus™ Programs. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance windows performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) force majeure, and (iv) any other events beyond Service Provider’s reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the GOVmotus Program hosted environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

G1.10 GOVmotus™ Support Levels

During the term of this Agreement, Service Provider shall provide technical support to Subscriber by providing Subscriber with access to Service Provider’s support services staff via a telephone help line or email. Technical support will be limited to a maximum per annum by Bundle, during the hours of 9:00 AM and 6:00 PM Eastern time, Monday through Friday to assist Subscriber with troubleshooting, error correction and use of the Service.

ANNUAL CUSTOMER SUPPORT LIMIT	BRONZE	GOLD	PLATINUM
Telephone and email support	4	48	TBD

G1.11 GOVmotus Configuration & Delivery Schedule

Service Provider will configure and deliver to the Subscriber the selected modules according to the following Configuration & Delivery Schedule. The schedule is subject to change to accommodate any customization, integration or data migration services that may be added by the Subscriber. Should the Subscriber purchase customization, integration and/or data migration, the schedule of configuration and delivery identified in the scope of those particular services shall supersede these schedules.

EVENT SCHEDULES	BRONZE	GOLD	PLATINUM
Configuration	N/A	10 business days	TBD
User Configuration Testing	N/A	1 week	TBD

G1.12 GOVmotus Subscription Service Fees

Subscription service fees comprise of an initial configuration fee and ongoing per use maintenance fees.

BUNDLED SUBSCRIPTION AND INITIAL CONFIGURATION FEES	BRONZE	GOLD²	PLATINUM
ASSOCIATION MEMBER SUBSCRIPTION FEES *	FREE	\$16,200	TBD
NON-ASSOCIATION MEMBER SUBSCRIPTION FEES	N/A	\$18,000	TBD
EARLY TERMINATION FEES FOR ASSOCIATION AND NON-ASSOCIATION MEMBERS	N/A	\$12,000	TBD

* Exclusive membership benefit per agreements between IBTS and select associations

¹ Monthly fee in a yearly subscription term

² One time configuration fee

IBTS/MARC MASTER AGREEMENT
GOVmotus™ Permitting Software & Fees, Attachment G

INDIVIDUAL MODULE CONFIGURATION FEES		EARLY TERMINATION FEES
	FEE	
GOVmotus Permitting	\$18,000	\$15,000
GOVmotus Licensing ¹	\$6,000	\$4,800
GOVmotus Property Maintenance ¹	TBD	TBD

¹ Requires Gold bundle

G1.13 GOVmotus Maintenance Fees

Ongoing, usage-based maintenance fees are shown in the following table:

MAINTENANCE FEES			
	BRONZE	GOLD	PLATINUM
MAINTENANCE FEE / Permit	\$8.00	\$8.00	TBD
MAINTENANCE FEE / License Application	N/A	\$3.50	TBD
MAINTENANCE FEE / Property Maintenance Case	N/A	TBD	TBD

Maintenance fees are per permit or license. Volume discounting is available.

IBTS/MARC MASTER AGREEMENT
Reserved For Future Use

RESERVED FOR FUTURE USE

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

11.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT

IBTS will provide Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the Jurisdiction administer the zoning ordinance. IBTS can assist in this endeavor and recommends the jurisdiction contact a local government agency for creation of this map. A digital parcel map can aid in the following:

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

- Zoning map creation and/or maintenance
- Parcel Map Digitization (if needed, with additional charge)*
- Basis for future land use analysis
- Regeneration of base tax map to recoup lost tax revenue
- Cost efficient Communication
- GIS Consultation

* Some restrictions may apply in some states, such as Oklahoma.

I5.0 PLANNING & ZONING FEES – Operation or Augmentation

COMMUNITY DEVELOPMENT FEES	
PLANNING AND/OR ZONING APPLICATION	PROCESSING FEE*
II.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT	
<u>Zoning and Zoning Map Amendments</u>	
Rural Agricultural	\$500.00
Mixed Use	\$1250.00
Planned Unit Development	\$1500.00
Special Overlay Districts	\$1500.00
Use By Special Review	\$1500.00
Corridor District	\$1500.00
Zone Districts (not noted above)	\$1000.00
Zoning Verification Letter	\$75.00
<u>Planned Unit Development (PUD)</u>	
PUD Major Amendment	\$1500.00
PUD Minor Amendment	\$500.00
Abandonment of PUD	\$500.00
<u>PUD, Special Overlay District or Corridor</u>	
Spec. Overlay Dist/Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Spec. Overlay Dist/Corridor Final Plat	\$900+\$5.00/acre
<u>Subdivision Plan</u>	
Minor Subdivision Plat	\$400.00
Preliminary Plat/Development Plan	\$500.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
Minor Amendment to Approved Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00 per acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Telecommunication Towers, Antennas and Facilities	\$2500.00
Abandonment of PUD	\$500.00
Council, Boards and Commission Training	\$100/hour + material costs
Comprehensive Plan Amendments	\$1500.00
Land Use Plan Amendments	\$1500.00
Transportation Plan Amendments	\$1500.00
Site Plan	\$200.00
Amendment to approved Site Plan	\$200.00
Landscape Plan	\$200.00
Amendment to approved Landscape Plan	\$200.00
Sketch Plat	\$250.00
Preliminary Plat / Development Plan	\$500.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Preliminary Plat	\$1200.00 + \$5.00/acre
Final Plat	\$400.00 + \$5.00/acre
PUD, Special Overlay District or Corridor Final Plat	\$900.00 + \$5.00/acre
Lot Split/Lot Combination	\$200.00 + \$25/lot

IBTS/MARC MASTER AGREEMENT
: Planning and Zoning Services and Fees, Attachment I

Plat Waiver	\$250.00
Minor Subdivision Plat	\$400.00
Minor Amendment to Approve Plat	\$250.00
Major Amendment to Approved Plat	\$900.00 + \$5.00/acre
Preliminary and Final Plat Reinstatement or Extension	\$100.00
Vacation of Right-of-way or Easement	\$500.00
Variance	\$500.00
Special Exceptions	\$500.00
Administrative Determinations	\$100.00
Appeal of Decision	\$250.00
Reconsideration Request	\$200.00
12.0 PLANNING AND ZONING INSPECTIONS	
Historic Preservation Review	\$1000.00
Environmental Review	\$1000.00
Floodplain Development Review	\$1000.00
Minutes	\$50.00 per hour
Agenda Fee	\$50.00 per hour
Ordinance Fee	\$100.00 per hour with a one (1) hour minimum
Waiver (Paving, parking, etc.)	\$100.00
Opinion of Appropriateness	\$100.00 per hour
Temporary Sign Permit	\$50.00
Sign Permits	
Temporary Sign Permit	\$50.00
Sign Permit	\$150.00
Zoning or Ordinance Interpretation	\$200.00
Written Notice	\$100.00 per hour
Public Notice	\$100.00
Placing of Legal Ad	\$100.00
13.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION	
Grant Writing and/or Administration	\$100.00 per hour
14.0 GEOGRAPHIC INFORMATION SYSTEMS (GIS)	
GIS Verification	\$90.00 per lot
ADDITIONAL SERVICES NOT INCLUDED ABOVE	
Consultation	\$100.00 per hour

* MARC Fees are 1.5% of the processing fees.

**An hourly rate is presented where a flat fee does not apply.

***Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the jurisdiction’s Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections to be provided in this project:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10” or higher weeds
- Unimproved lots with weeds higher than 36”
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

J2.0 – Property Maintenance Documentation

IBTS will coordinate with the jurisdiction officials including but not limited to the jurisdiction Attorney, the jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted by the Jurisdiction in order to pay for services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be jurisdiction’s responsibility to recoup any associated costs from the citizens for services. IBTS staff will monitor the budget and ensure that services don’t exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J4.0 – Program Manager

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the jurisdiction Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the jurisdiction Police Department for enforcement and authorization of towing, as necessary.

IBTS/MARC MASTER AGREEMENT ADDENDUM
Property Maintenance Services and Fees, Attachment J

J5.0 – Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 150	\$ 100
	Non-residential and Multi-Family	\$ 250	\$ 150
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 75	\$ 50
	Non-residential and Multi-Family	\$ 100	\$ 75
	Equipment, Fences, Out-buildings	\$ 50	\$ 40
Stop Work Order, Do Not Occupy Order		\$ 75	\$ 75
Unlawful Structure		\$ 250	\$ 150
Demolition		\$ 200	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 100	\$ 50
	Multiple apartment and duplex units	\$ 85	\$ 40
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 100	\$ 50
	Infestation	\$ 50	\$ 40
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 150	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 50	\$ 40
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 50
	Hard surfaces unsafe to vehicles and pedestrians	\$ 50	\$ 40
	Illegal Camping	\$ 50	\$ 40
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 75	\$ 50
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 50	\$ 40
	Improperly parked	\$ 50	\$ 40
	Used as living quarters	\$ 75	\$ 50
Nuisances Not Described Above		\$ 50	\$ 40
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$100 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$100 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$100 per hour, plus travel costs	
Residential property owner research		\$15 each	
Commercial property owner research		\$25 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$100 per hour, plus travel costs	

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

GOVmotus™ Terms and Software Agreement

On this _____ day of _____, 2016, the (enter client name here) hereinafter referred to as "Subscriber", located at (enter client address here), and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "Service Provider", do hereby enter into this Software as a Service Subscription Agreement (the "Agreement") under the following terms and conditions.

Service Provider is a non-profit organization guided by a 5-member Board appointed by the National League of Cities, the International Client/County Management Association, the National Association of Counties, the Council of State Governments, and National Governors Association.

1.0 Subscription Service

Subject to the terms and conditions of the Agreement, Service Provider grants to Subscriber a non-exclusive, non-transferable subscription to use the software identified in Exhibit A (the "GOVmotus™ Programs"). Subscriber may use the GOVmotus™ Programs in Subscriber provided computer systems that are able to connect to the internet, for its own use, and may not translate or modify the GOVmotus™ Programs or incorporate them into other software without written permission from the Service Provider. Subscriber may not transfer, sub-contract, sub-license, sub-subscribe or otherwise make the GOVmotus™ Programs available to any third party, in whole or in part, in any form, whether modified or unmodified.

Subscriber hereby elects to subscribe to Services by completing the Subscription Order Form as shown in Exhibit B and paying all the required subscription fees and maintenance fees as shown in Exhibits A.

1.1 Software as a Service

This Agreement sets forth the terms and conditions under which Service Provider agrees to provide Subscriber with access to the GOVmotus™ Programs and provide other services to enhance Subscriber's productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit A attached hereto. The Agreement shall remain in effect unless terminated as provided for herein.

The parties acknowledge and agree that this Agreement constitutes a license of intellectual property and that Subscriber, as licensee, is entitled to the rights afforded such licensees under the provisions of 11 U.S.C. § 365(n).

1.2 Authorized Users

Unless otherwise limited on Exhibit A, Service Provider grants Subscriber a renewable, nonassignable, nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an "Authorized User") to access and use the GOVmotus™ Programs and Services. Other than those limitations expressly described in Exhibit A, Authorized Users will have no other limitations on their access or use of the Services.

Access to the GOVmotus™ Programs and Services will be limited to the number of initial license(s) and number of Authorized Users described in Exhibit A. Subscriber is entitled to increase or decrease the number of Authorized Users; provided, however, that Subscriber shall pay for any increase in the number of Authorized Users should the number of users increase beyond the amount shown in Exhibit A. Should Subscriber elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users to the corresponding tier described in the Exhibit A and adjust future Subscription and Maintenance Fees .

1.3 Control and Location of Services

The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Subscriber. Except as otherwise specified in an Exhibit A, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

1.4 Storage of Services

The Services shall include the applicable allocation of database storage required to support the level of data as described in Exhibit A.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

1.5 Changes in Functionality

During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services which meet the usage requirements specified in Exhibit A. Where Service Provider has introduced like functionality in other services, Subscriber shall have right to use and access to the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to Subscriber without any increase in the Services Fees.

1.6 Effect of Click-Through Terms and Conditions

Where an Authorized User is required to “click through” or otherwise accept any online terms and conditions (provided in Exhibit C) in accessing or using the Services, such terms and conditions are binding and shall have full force and effect as to the Services, this Agreement, or the applicable Exhibit A.

1.7 Ownership and Copies

The original and any copies of the GOVmotus™ Programs, made by Subscriber, including translations, compilations, partial copies, modifications, and updates, are the property of Service Provider.

Subscriber may not make copies of the GOVmotus™ Program or code in any form for any for use by any party, contractor, third-party provider, whether it is intended for backup or archive purposes or not. Each GOVmotus™ Program is copyrighted by Service Provider. Subscriber agrees to not reproduce, use or apply the copyright notice and proprietary logos of Service Provider in whole or in part.

2.0 Service Levels

For the term of the Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, each as described in Exhibit A.

Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage or interruption of Service.

Service Provider reserves the right in its reasonable discretion to (a) reject or edit Subscribers data, files, pictures, drawings and or all other electronically uploaded data, documents and or files (such editing to be done collaboratively with Subscriber); and (b) remove any material from the Service and cease access to portions or the entirety of the Service if the uploaded material is deemed offensive, pornographic, adult oriented and or otherwise material not intended for the GOVmotus Program's intended use.

Service Provider is not responsible and cannot be liable for the Subscriber's access and availability of the Subscriber's LAN connectivity or their Internet Service Provider's service levels, downtime, uptime, download speeds and or upload speeds.

3.0 Service Support and Maintenance

Service Provider, in consideration for payment of the applicable Usage Fees set forth in Exhibit A, shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the GOVmotus™ Programs to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version of Internet Explorer, Safari, and Google Chrome Internet browsers.

3.1 Required Notice of Maintenance

Unless as otherwise agreed to by Subscriber on a case-by-case basis, Service Provider shall provide notice to Subscriber of all non-emergency maintenance to be performed on the Services with such written notice at least twenty four (24) hours in advance and must include a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to Subscriber and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

4.0 Customization / Integration Services

Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit B. The additional Services Fees for such Services shall be described in the Customization / Integration Services proposal.

Subscriber may, upon written notice, request changes to the Scope of the Services under Exhibit A. If Subscriber requests an increase in the scope, Service Provider shall notify Subscriber whether or not the change has an associated cost impact. If Subscriber approves, Subscriber shall issue a change order, which will be accepted by the Service Provider. Subscriber shall have the right to decrease the scope and the associated fees for an Exhibit A will be reduced accordingly.

Service Provider agrees to upload the Subscribers official municipal seal, logo or other identifying symbol on Subscriber's main dashboard site that is configured for specific use by the Subscriber. Subscriber hereby gives authorization to Service Provider to display, resize, print, reproduce, copy, digitize, format and otherwise use the Subscriber's digital symbol provided in all components of the GOVmotus™ Product subscribed to, including but not limited to reports, documents, notices, certificates, violations, orders and other printed documents whether electronic or hardcopy.

5.0 Training Services

Service Provider shall provide the Training Services, if any, described in an Exhibit B.

6.0 Audit Rights of Service Provider

Service Provider reserves all rights to conduct an on-premises audit of Subscriber's compliance with the use of the Services with a ten (10) day written notice. No more than once annually, Service Provider shall have the right to request from Subscriber its certification of compliance with the permitted number of Authorized Users set forth on Exhibit A. Where the actual number of users exceeds the permitted number of Authorized Users, Subscriber, at Subscriber's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) license the appropriate number of Authorized Users at the rate specified in the Exhibit A so as to be in compliance with the permitted number of Authorized Users.

7.0 Terms

Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the initial term of the Agreement and all Exhibits attached herein shall commence upon signing of this Agreement and continue until the end of Initial Term listed in Exhibit B. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term").

7.1 Termination for Convenience

Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party after the Initial Term specified in Exhibit B.

7.2 Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, the non-breaching party may immediately terminate this Agreement for cause as of a date specified in such notice.

7.3 Payments upon Termination

Upon the termination of this Agreement, Subscriber shall pay to Service Provider all amounts due and payable hereunder, if any. If the Agreement is terminated by the Service Provider, for convenience, or by the Subscriber, for cause, Service Provider shall refund to Subscriber all prepaid fees, if any.

IBTS/MARC MASTER AGREEMENT GOVmotus Terms and Software Agreement – Appendix 1

Upon early termination by Service Provider, for cause, or by Subscriber, for convenience, Subscriber shall pay the Early Termination Fees described in Exhibit A. Early Termination Fees will be invoiced immediately to the Subscriber and payment shall be rendered within 30 days of receipt. Should Subscriber fail to pay the Early Termination Fees, Service Provider shall add the appropriate interest to the fees due, and may utilize any legal means necessary to collect fees from Subscriber. Early Termination Fees are only applicable if this Agreement is terminated within the Initial Term of this Agreement, beginning on the date signed. After the Initial Term, upon termination, Service Provider shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

If the Subscriber subscribed to a monthly subscription package, the Early Termination Fees shall be based on the entire fees for the Initial Term. If the Subscriber signed up for a single subscription fee package, the total amount shown in Exhibit A shall be used as a basis to calculate the Early Termination Fees.

7.4 Return of Subscriber Data

Upon the termination of this Agreement, Service Provider shall within thirty (30) business days following the termination of this Agreement provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in a Microsoft® compatible database format specified by Subscriber. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.

7.5 Delivery of GOVmotus™ Programs

Service Provider shall use its best efforts to deliver the GOVmotus™ Programs promptly after receipt and payment of subscription. Configuration and delivery of the GOVmotus™ Programs are called out in Exhibit A, unless other configuration and delivery schedules are agreed upon due to customization and or integration services.

8.0 Transition Services

Provided that this Agreement has not been terminated by Service Provider due to Subscriber's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Subscriber and / or to the service provider selected by Subscriber (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by Subscriber to effect the orderly transition of the Services, in whole or in part, to Subscriber or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement.

The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to Subscriber or Successor Service Provider; (b) if required, transferring the Subscriber Data to Successor Service Provider; (c) using commercially reasonable efforts to assist Subscriber in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to Subscriber, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree.

Notwithstanding the foregoing, should Subscriber terminate this Agreement due to Service Provider's material breach, Subscriber may elect to use the Services for a period of no greater than three (3) months from the date of termination at a reduced rate of ten (10%) percent off of the then-current Subscription and Maintenance Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

9.0 Fees and Billing

Subscriber shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by Subscriber of an invoice from Service Provider. Unless otherwise agreed to by the parties, Subscriber will not be given access to the Service until payment has been received.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

9.1 Credit Card Usage

Subscriber may elect to pay subscription fees, including monthly, annual or other renewals by use of a credit or pay card. In such event, Subscriber agrees to provide Service Provider with complete and accurate billing and contact information. Subscriber agrees to update this information within thirty (30) days of any change to it. If the credit information you have provided is false or fraudulent, or Subscriber's account is seven (7) days or more overdue, in addition to any other legal remedies, Service Provider reserves the right to suspend access to the Service. Despite any such suspension, Subscriber acknowledges and agrees that it will be required to pay the fees until this Agreement is terminated in accordance with the termination provisions set forth herein. Subscriber may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Service Provider at least 30-days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Subscriber represents that it is the card holder of the Credit Card and authorized to provide this authorization.

If a credit card is declined, Service Provider will notify Subscriber via the email address on record. If Subscriber misses a payment, Service Provider may notify Subscriber by phone or mail, but has no obligation to do so. A declined or expired credit card does not constitute valid termination notice and does not relieve Subscriber of any payment(s) owed.

9.2 Taxes

Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider or its employees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

Service Provider is responsible for payment of all applicable taxes on the funds to be received under this Agreement. Service Provider's Federal Tax Identification Number is 54-1963889.

9.3 Credits

Any amounts due to Subscriber, such as a Performance Credit, from Service Provider may be applied by Subscriber, at the sole election of Subscriber, against any current or future fees due to Service Provider. Any such amounts that are not so applied by Subscriber shall be paid to Subscriber by Service Provider within thirty (30) calendar days following Subscriber's request. This Section shall survive the termination of this Agreement.

9.4 Non-binding Terms

Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.

9.5 No Suspension of Services

Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than sixty (60) business days in arrears.

9.6 Interest on Overdue Accounts

All amounts due and owed to the Service Provider hereunder but not paid by the Subscriber on the due date thereof shall bear interest at the rate of ten per cent (10%) per annum. Such interest shall accrue from time to time on the balance of unpaid amounts outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

10.0 Representations and Warranties

Both the Subscriber and Service Provider mutually agree, represent and warrant that:

- a) it is an organization duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

IBTS/MARC MASTER AGREEMENT
GOVmotus Terms and Software Agreement – Appendix 1

- c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- d) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- e) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

11.0 Subscriber Data

Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider, when applicable, as Public Records according to local, state and federal laws) may include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.

11.1 Service Provider Use of Subscriber Data

Service Provider is granted a limited license to use Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data to the extent necessary in providing the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

11.2 Extraction of Subscriber Data

Service Provider shall, within fourteen (14) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in a Microsoft® database compatible format specified by Subscriber no more often than once a quarter.

11.3 Backup and Recovery of Subscriber Data

As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time. Any backups of Subscriber Data shall not be considered in calculating storage used by Subscriber.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

11.4 Loss of Data

In the event of any act, error or omission, negligence or misconduct by Service Provider that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other non-proprietary materials requested by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

12.0 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party); or (e) a "public record". For purposes of this Agreement, in all cases and for all matters, PII shall be deemed to be Confidential Information.

12.1 Obligation of Confidentiality

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. The provision of this Section shall survive the termination of this Agreement.

13.0 Proprietary Rights

Subscriber recognizes that Service Provider regards the GOVmotus™ Programs as its proprietary information and has confidential trade secrets of great value. Subscriber agrees not to provide, give access to or to otherwise make available in any form the GOVmotus™ Programs, or any portion thereof, to any person other than employees of Subscriber without the prior written consent of Service Provider. Subscriber further agrees to treat the GOVmotus™ Programs with at least the same degree of care with which Subscriber treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the GOVmotus™ Programs.

IBTS/MARC MASTER AGREEMENT

GOVmotus Terms and Software Agreement – Appendix 1

Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

Except as expressly set forth herein, no license is granted by the Service Provider to the Subscriber with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to the Subscriber any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials. The provisions of this Section shall survive the termination of this Agreement.

13.1 Proprietary Rights and Mutual Indemnification

Service Provider agrees to indemnify, defend, and hold the Subscriber harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from Subscriber, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right of third parties. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees and the full cost associated with any Transition Services.

Subscriber agrees to defend, indemnify and hold Service Provider, and its directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any content Subscriber submits, posts, transmits, or otherwise make available through the Service; (b) Subscriber's use of the Service; (c) any violation by Subscriber of this Agreement; (d) any action taken by Service Provider as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) Subscriber's violation of any rights of another.

13.2 Indemnification Procedures

Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Subscriber except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

14.0 Disclaimer of Warranties

To the maximum extent permitted by applicable law, in no event shall Service Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Service Provider has been advised of the possibility of such damages by the Subscriber. Except as otherwise expressly set forth in this Agreement, Service Provider's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the lesser of (A) Subscriber's actual direct damages, or (B) the then current annual subscription fees and maintenance fees paid by Subscriber under this Agreement. The fees set forth in this Agreement have been established in reliance upon this limitation of liability. The foregoing limitation of liability shall not apply to claims that are subject to the indemnification provisions of Sections 13.1 and 13.2.

IBTS/MARC MASTER AGREEMENT
GOVmotus Terms and Software Agreement – Appendix 1

15.0 Insurance

Service Provider shall maintain, during the life of the Agreement, such Commercial General Liability Insurance which shall protect Service Provider, and any Subcontractors during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by Service Provider or by a Subcontractor, or by anyone directly or indirectly employed by either. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000; Errors and Omissions Insurance in an amount not less than \$1,000,000. Upon request, Service Provider will submit copies of insurance certificates.

16.0 Applicable Law

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia exclusive of its choice of law provisions and without the application of the Uniform Computer Information Transactions Act. Any suit hereunder will be brought in the federal or state courts located in the Commonwealth of Virginia, and Subscriber submits to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.0 Agreement Exhibits

Exhibits A, B, and C as attached herein are fully implemented and a part of this Agreement and shall be fully in force at signing of the Agreement and shall terminate in accordance with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2017.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Subscriber:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

DRAFT

RESOLUTION R2017-71

CITY OF
PLATTE CITY

STATE OF
MISSOURI

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) FOR ON CALL PLAN REVIEW AND BUILDING INSPECTION SERVICES.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PLATTE CITY, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby approve a professional services Agreement with Institute for Building Technology and Safety (IBTS) for on call plan review and building inspection services and authorizes the City Administrator to execute the agreement on behalf of the City.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED ON THIS _____ DAY OF DECEMBER 2017.

Frank Offutt, Mayor

ATTEST:

Amy Edwards, City Clerk