

Memo from the Building Department

To: City Council & Mayor Kingston

From: Scott Packard, Chief Building Official

CC: Tammy Tabor, Monica Bartkiewicz & Laura Starosta

Date: 09/20/2024 rev. 09/24/2024

Re: Building Department Software - Citizenseve

The Building Department is requesting authorization to enter into a contract with Citizenseve for upgrading the Building Department Software with a total 1st year fee of \$45,400.00 and each additional year of \$18,900.00. Proposal is attached. Also, I have been working with First Suburbs Consortium who has grant money available, specifically for this software, to be used toward the first years cost of approximately \$20,000.00 (but could be more). Once we have a signed contract, she will provide me with a final grant amount.

Last year we were grouped in with the Finance Department's purchase of Tyler software that included a Building Department/Community Development module. After a few training sessions, we quickly realized that the Tyler software was not able to meet the common requirements of our Building Department operations and terminated the contract. Since then, we looked at several other software systems including Cloudpermit, Muncicity and CivicPlus. Citizenseve was by far the best software which is being used by many Ohio Building Departments with more on the way.

This will replace our Sungard/Pentamation software that was purchased in 2009 and went live in 2010. Its estimated usefulness at that time was 10 years. This software is in constant development and upgrades are included with the maintenance cost. This new software is developed specifically for Building Departments and our daily operations unlike many other companies that have a wide range of "add-on" modules for their main base software. The Citizenseve Software includes components of Permitting & Inspection, Planning & Zoning, Code Enforcement and Contractor licensing. This cloud based software also includes an online portal for application submittals and payments. Inspectors will be able to view their schedules, any permit data or plans and result inspections in the field via tablets. Contractors and homeowners can also register online and track their application process and inspection results in real time. The existing data from our current software will be imported into the new software. Citizenseve also has an integration program that updates the property owners information daily with the County Fiscal Office data.

I will be happy to answer any questions.
Thank you.



Order Form - 08/28/2024

Account Name: Brecksville, Ohio

Contact Information:

Scott Packard
Chief Building Official
9069 Brecksville Rd
Brecksville, OH 44141-2313
spackard@brecksville.oh.us
(440) 526-2630

Billing Information:

Scott Packard
Chief Building Official
9069 Brecksville Rd
Brecksville, OH 44141-2313
spackard@brecksville.oh.us
(440) 526-2630

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 09/01/2024
Service Term Ends: 08/31/2025

Components to be Implemented

- Code Enforcement
Permitting
Planning & Zoning
Contractor Licensing

Fees:

Table with 3 columns: Description, Amount, Total. Rows include 9 User Subscriptions, Project Management, Training, and Implementation, Data Migrations, and Integrations and Services. Totals: Total 1st Year Fees \$45,400.00, Each Additional Year Fees \$18,900.00.

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature
Jim Garvey

Print or Type Name of Signatory

08/28/2024

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:
Brecksville, Ohio
9069 Brecksville Rd
Brecksville, OH 44141-2313



SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Brecksville, Ohio ("Customer") with its principal place of business at 9069 Brecksville Rd, Brecksville, OH 44141-2313 is made effective as of 09/01/2024 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

The subscription will begin on the date specified in the order form, which is the date Citizenserve will begin providing services. On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, security, and performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively, as described in the Citizenserve Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

2. OWNERSHIP:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership, nor any other rights in or to the software, service, and related documentation. All title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. DATA MIGRATION:

For implementations requiring the migration of legacy data, Citizenserve staff will perform the data migration by module /function. The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is critical that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

4. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to back up and keep the Service and Authorized Website(s) in operation, consistent with applicable industry standards, and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. ADDITION OF NEW USERS

New users added by Customer before the renewal date will be prorated to the term of the subscription at the current subscription rate. Setup costs may be applied for each new user.

Customer must notify Citizenserve of any user additions that result in a user count that is higher than Customer's subscription. If Customer adds new users and goes over the number of users specified in their subscription, Citizenserve will invoice Customer for any users above this user count. Setup costs may be applied for each new user.

6. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement. Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested. Provisions of this Agreement regarding Ownership, Liability, Confidentiality, and Miscellaneous will continue to survive.

7. NO THIRD-PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights, or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this agreement.

8. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms, and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to: all information, knowledge, or data not generally available to the public that is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or having unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

10. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Citizenserve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

11 ACCEPTANCE:

Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: "Customer"

Online Solutions, LLC "Citizenserve"

Date: _____

Date: 08/28/2024 _____

Signature: _____

Signature:  _____

Print Name: _____

Name: Jim Garvey

Title: _____

Title: Manager

CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Method. Citizenserve will use an agile methodology to engage in the implementation.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve implementation manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve implementation manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the implementation manager. The Citizenserve implementation manager will familiarize the Customer's team members on Citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with Citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Migration. Citizenserve staff will perform the data migration by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be migrated, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within one hour; urgent requests receive a response within 15 minutes.



Appendix A - Citizenserve existing payment processors

ACI Universal
Authorize.net
Hancock Whitney Transactis BIQ SHO Version 7.0
Bluefin PayConex
City Hall Systems Secure Pay eCart API
Civitek WPS Paynow
Convergys
CyberSource Simple Order API
CyberSource REST API
EGov Strategies LLC Rest API
HP ETS Money Ver 3.0
Forte Web Services V3
GovPayNet
Government Window
Heartland Bolletta Pay
Heartland Secure Pay
InvoiceCloud Web Services V2
JetPay Magic Rest API
Kubra EZ pay
Openedge hostpay ver#1
HP Paybill web services v4.0
First Billing Payeezy ver1.1
PayExpress Pay
Paya Payconnect
PaymentUS
Paypal
PayFlow Pro
Point and Pay
PlugnPay
Payment Services Network PSN Auto Auth API
NIC Inc. CCP (Common Checkout Page) API
Unibank RTI v2.0 (unibank)
Value Payment Systems REST API
XPRESS BILLPAY REST API

Integration with payment processor not on this list will incur a onetime integration charge.