

### Village of Lake Orion

21 E. Church Street Lake Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874 www.lakeorion.org

To: Darwin McClary, Village Manager & Zoning Administrator

Village of Lake Orion 21 E. Church Street Lake Orion, MI 48362

From: Gage Belko, AICP - Planning & Zoning Coordinator, Village of Lake Orion

Date: February 4, 2025

Re: GOGov Permitting & Licensing Software

#### Mr. McClary:

The Planning & Development Department is thrilled about the prospect of partnering with GOGov to provide Village residents, businesses, and property owners with a comprehensive online application, review, permitting, and licensing service. GOGov Permitting is a modern, streamlined approach to development review within the Village that will enhance collaboration with applicants, Village staff (Administration, Zoning, Code Enforcement, Public Works), and Township staff (Building, Fire). Initial administration of the software will focus on planning and zoning workflows, interfacing directly with the Village's existing GOGov GoEnforce module, but the potential applications are (nearly) endless – i.e., boat passes, dog licenses, business licenses, annual event permits, and more!

A proposal from GOGov is attached under separate cover, highlighting the numerous benefits of the software. I would like to further elevate its **cloud-based functionality**, allowing applicants and staff to collaborate from anywhere; **automated project tracking**, emails, and renewals – saving time and money (no more endless spreadsheets!); and a Village-first approach to providing **excellent customer service** – by giving applicants and staff more autonomy through robust, user-friendly tools, we can improve the quality, fairness, and consistency of services.

The Village legal consultant, Beier Howlett, has prepared an agreement for your and Village Council's review that includes GOGov's Terms & Conditions while providing additional protection for the Village. The Village agreement supersedes the Terms & Conditions when/if conflicts arise. We anticipate a 4-6-week rollout of the service upon execution of the agreement for a 1-year fee of \$6,240.

Please do not hesitate to contact me should you have any questions.

Respectfully,

Gage Belko, AICP

Planning & Zoning Coordinator

# ONLINE PERMITTING AND LICENSING SOFTWARE CONTRACT BETWEEN THE VILLAGE OF LAKE ORION AND GOGov

GC	_LAGE	nis Contract entered into as of this day of, by and between the E OF LAKE ORION, a Michigan municipal corporation, (herein called the VLO) and ocated at, (herein called the "Contractor"). The parties hereto agree as	
<b>WHEREAS</b> , the Village of Lake Orion desires to engage in an agreement for Online Permitting and Licensing (Permits) and has prepared a request for sealed proposals which includes a request for certain qualifications and capabilities; and,			
WHEREAS, the Contractor has made a bid for permitting software with the RFP; and,			
<b>WHEREAS</b> , it is mutually agreed by and between the parties that the documents consisting of attachments A, B and C shall be incorporated herein by reference as a part of this agreement and shall be binding by all parties hereto. If any of these documents are in conflict with this agreement, the terms of this agreement shall take precedence.			
1.	Scope of Work		
	1.01	The Contractor shall carry out and perform the Services in a timely and proper manner. The Parties shall be governed by and the Services shall be performed in accordance with the terms and conditions contained in this Contract.	
	1.02	The Contractor shall furnish VLO every reasonable opportunity to inspect the work to ascertain whether the Services as Performed and the materials used in connection therewith are in accordance with the Contract.	
2.	2. Contract Term		
	2.01	This contract shall be effective for a one year period ending, 2026.	
	2.02	Upon the written agreement in the form of an Addendum, the parties may extend this Contract for an additional one (1) year period on the same terms and conditions contained herein with the exception of price. The rates to be charged for the performance of the Services upon any extension pursuant to this Section 2.02 shall be as mutually agreed upon by the Parties and approved by the VLO and documented in the aforementioned Addendum.	

3. Personnel and Administration

VLO.

3.01

The Contractor shall provide the necessary labor to perform the Services. The Contractor shall engage only competent, efficient employees to perform the Services and shall not use any person unfit or without sufficient skill to perform the work assigned to him/her hereunder. The Contractor agrees that it is fully responsible to

3.02 For Purposes of this Contract, the relationship of the Contractor to VLO is and shall continue to be that of an independent contractor. No liability or benefits, such as worker's compensation or pension rights or liabilities, arising out of a contract for hire or employer/employee relationship, shall arise or accrue to or against VLO as a result of the performance of this Contract.

#### 4. Equipment and Materials

- 4.01 Unless otherwise stipulated in this Contract, the Contractor shall furnish all tools, equipment, supplies, work accessories, supervision and transportation necessary for the complete and proper performance of the Services. The Contractor shall provide and perform all necessary labor in a substantial and workmanlike manner and in strict accordance with the provisions of the Contract.
- 4.02 Unless otherwise stipulated, all materials, supplies, and equipment shall be of good quality and as specified in the Contract. The Contractor shall, if required by VLO, furnish satisfactory evidence as to the kind and quality of all equipment, materials, and supplies to be utilized hereunder.
- 4.03 All tools, equipment, and devices owned and used by the Contractor in the Performance of the Services shall remain the property of the Contractor. VLO shall not be liable for and the Contractor shall hold VLO harmless from any loss, theft or damage to such tools, equipment, and materials.

#### 5. Work Performance

5.01 The Contractor shall guarantee and re-execute at its sole expense any work that is faulty or defective, fails to conform to the Contract or ails to conform to such inspections, tests, or approvals conducted by VLO.

#### 6. Compensation

- 6.01 Upon the performance of the Services by the Contractor and upon receipt of an accurate invoice, VLO agrees to pay the Contractor at the rates set forth in the bid that was supplied to VLO (Attachment "A").
- 6.02 Payment for the proper performance of the Services shall be contingent upon submission by the Contractor of an invoice for payment, and waivers of lien for labor and materials. Such invoice shall certify the total cost of the services performed during that billing period and shall itemize work performed and specific rates for that work.
- 6.03 The contractor shall, in a timely manner, invoice VLO for all work performed. **Payment shall be made from VLO within fourteen (14) days of receipt of the invoice.**

#### 7. Arbitration, Indemnification and Insurance

#### 7.01 Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52-3 District Court.

#### 7.02 <u>Indemnification</u>

To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Village of Lake Orion, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the VILLAGE, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the CONTRACTOR including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the VILLAGE.

The VILLAGE agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the VILLAGE contract with such contractors to indemnify the CONTRACTOR for any liability incurred by the CONTRACTOR as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONTRACTOR.

#### 7.03. Insurance

The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the

State of Michigan. All coverages shall be with insurance carriers acceptable to the Village of Lake Orion. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. <u>Workers' Compensation Insurance</u>: CONTRACTOR shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. <u>Commercial General Liability Insurance</u>: CONTRACTOR shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. <u>Motor Vehicle Liability Insurance</u>: CONTRACTOR shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all nonowned vehicles, and all hired vehicles.
- D. <u>Additional Insured</u>: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Village of Lake Orion including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONTRACTOR under this Section.
- E. <u>Professional Liability Insurance</u>: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONTRACTOR will provide service that are customarily subject to this type of coverage.
- F. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of Finance, Village of Lake Orion, 21 East Church Street, Lake Orion, Michigan 48362.

- G. <u>Proof of Insurance Coverage</u>: CONTRACTOR shall provide the VILLAGE at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Village, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance:
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance:
- H. <u>Coverage Expiration</u>: If any of the above coverages expire during the term of this Agreement, CONTRACTOR shall deliver renewal certificates and/or policies to the Village at least (10) days prior to the expiration date.

#### 8. Termination

8.01 The Contract may be terminated by the VLO at any time, and for any reason or no cause. If the Contract is to be terminated, VLO will pay the Contractor only for the services rendered prior to termination, which payment shall constitute full and complete payment and satisfaction under the Contract. VLO shall give written notice to the Contractor of such termination specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

#### 9. Fair Employment Practices

9.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, the Contractor agrees that it will not discriminate against any person, employee, or applicant for employment, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position.

#### 10. Miscellaneous

10.01 No waiver of any breach shall affect or alter this Contract. But each and every covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of Michigan.

10.02 Unless the context expressly requires otherwise, the words "herein", "hereof" and "hereunder" and other words of similar import, refer to this Contract as a whole, and not to any particular article or section.

#### 11. Governing Law

This Agreement shall be governed by the laws of the State of Michigan. The parties acknowledge that this Agreement pertains to property located in the State of Michigan, and the parties submit to the jurisdiction of the courts of Oakland County, Michigan.

#### 12. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by both parties. In the event of a conflict in any of the terms of this Agreement and the Contractors December 10, 2024 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

GOGov
Ву:
Its:
STATE OF MICHIGAN )
) ss: COUNTY OF OAKLAND )
On thisday of, 2025 before me personally appeared, who acknowledged that with authority on behalf of GOGov to do so he/she signed this Agreement.
Noton Dublic
Notary Public
County, Michigan Acting in County, Michigan
My commission expires:
iviy commission capitos.

VILLAGE OF LAKE ORION
By:
Darwin D.P. McClary, Village Manager

## ATTACHMENT A BIDDER'S PROPOSAL

Attached: Village of Lake Orion, MI, Permitting & Licensing, December 10, 2024

## ATTACHMENT B BIDDER'S AGREEMENT

#### For CONSULTANT TO PERFORM FACILITIES CONDITION ASSESSMENT

In submitting this proposal, as herein described, the Contractor agrees that:

- 1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
- 2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY	DATE
(Print Name)	
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

# ATTACHMENT C VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL

Vendor

129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Legal Name	
Street Address	
Library	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	
'IRAN LINKED BUSINESS" as requ	ne Vendor, by his/her signature below, certifies that: the Vendor is <u>NOT</u> and uired by MCL 129.311 et seq., and as such that Vendor is legally eligible to possible contract to supply goods and/or services to the County of Oakland.
Printed Name of Vendor's Authorized Agent:	
Witness Signature:	
Printed Name of Witness:	



## Village of Lake Orion, MI

## Permitting & Licensing

December 10, 2024

Prepared By:

**Kevin Strauss** 

(631) 861-5812

Kevin@gogovapps.com

Prepared For:

Gage Belko

Planning & Zoning Coordinator

zoning@lakeorion.org



### Subscriptions & Services

Description	Amount
GOPermit Online Permitting & Licensing (Permits) - Unlimited Subscription	<b>\$6,240</b> /year
Services: \$0 A	Annually: \$6,240

## **Order Details**

	Primary Contact	
Contact Name:	Phone:	
Title:	Email:	

	Billing Information	
Contact Name:	Phone:	
PO #: (Optional)	Email:	

Contract Term Information		
Initial Subscription Period:	12 months starting:	



#### **Terms & Conditions**

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

- Ownership & License: GOGov, Inc. (dba "GOGov") owns all intellectual property in the software products listed in
  the Subscription and Services section (collectively "Software" or "Subscription Services") in the Order Form.
  Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code.
  The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order
  Form ("Effective Date") and will be governed by the laws in force in the State of New York.
- 2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.

#### 3. Continued Services

- 3.1 Hosting. GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
- 3.2 Ownership of Data. All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.

#### 4. Payment Terms & Fees

- 4.1 Subscription Term and Termination. The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
- 4.2 Payment Terms. Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are NET 30 Days from the invoice date.
- 4.3 Taxes & Obligations. Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoices separately by GOGov.
- 4.4 Convenience Fees. For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
- 4.5 Voice & SMS. For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credt for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process (gogovapps.com/terms#sms).
- 5. Limitation of Liability. GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.



6. Updating of Terms. Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact <a href="mailto:Support@GOGovApps.com">Support@GOGovApps.com</a> to have objections considered.

#### 7. Other Provisions

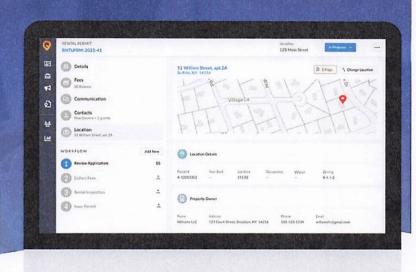
- 7.1 Other Public Agency Orders. Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
- 7.2 Alternate Terms Disclaimed. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. Special Terms & Exceptions. None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.	Village of Lake Orion, MI
Sign:	Sign:
Name: Daryl Blowes	Name:
Title: CEO	Title:
Date:	Date:
Additional Custome	r Signatures (Optional)
Sign:	Sign:
Name:	Name:
Title:	Title:
Date:	Date:



450+ customers 2m+ citizens engaged 7m+ issues resolved



## **Benefits for Permitting & Licensing**



## **Apply & Pay** Online

Allow citizens to apply & pay for any type of Permit, Licenses or Registration.



## Automated Renewal Process

Automated reminders allow citizens to easily renew and pay.



## Robust Workflows & Inspections

Enhance efficiency and accuracy throughout your operations.

## All of Your Permit and Licenses In One Spot

Marriage

Event

Pet

Parking

Peddler

Business

Alcohol

Building

And More...



Get Started Today!





### Citizen Benefits

#### **Apply & Pay Online**

Apply for any type of Permit, License, or Registration and quickly get approved & pay online.

#### **Track all your Permits and Documents**

See all your applications and permits in one place using your mobile phone, tablet or laptop.

#### **Renewal Reminders**

Receive email notifications and easily renew and pay online.

### **Staff Benefits**

#### **Track & Manage Everything**

Easily search and view all Applications and permits and their status. Automated reminders allow citizens to easily renew and pay without involving staff.

#### Workflow

Setup approval processes and loop in other staff to review and approve applications.

#### Collaborate with Citizens

Send & receive messages to applicants when necessary and have your entire conversation captured on the application.

### **Manager Benefits**

#### Increased Revenue

Increase your Permit Revenue by making it easy for citizens and automating the renewal process.

#### Agency-wide & Easy Set-up

Standardize permit and renewal management across all departments to increase revenue. Enjoy easy setup without the need for consultants or expensive implementations—start with one department and expand anytime you need.

#### **Finance Friendly**

Reconcile payments using reports with your financial software (ERP).

## **Support & Training**

#### All-Inclusive Training & Support

We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

#### **Ongoing Training & Support**

Continuous assistance to adapt to changes, train new staff, and maintain performance.

#### Performance & Reliability

Dependable products with world-class infrastructure for uninterrupted service availability.

