



City of Hogansville  
**City Council**  
Work Session Meeting Agenda

**Monday, March 18, 2024 – 5:30 pm**

***Meeting will be held at Hogansville City Hall***

Mayor: <i>Jake Ayers</i>	2025	City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr *</i>	2025	Assistant City Manager: <i>Niles Ford</i>
Council Post 2: <i>Matthew Morgan</i>	2025	City Attorney: <i>Alex Dixon</i>
Council Post 3: <i>Mandy Neese</i>	2027	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 4: <i>Mark Ayers</i>	2027	City Clerk: <i>LeAnn Lehigh</i>
Council Post 5: <i>Kandis Strickland</i>	2027	* Mayor Pro-Tem

**WORK SESSION – 5:30 pm**

**ORDER OF BUSINESS**

1. City Tech – Charles Abbott & Associates (CAA) – Will Hart
2. Speed Bumps





## SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

This Software License Subscription Agreement is made by and between Charles Abbott Associates, Inc. (CAA), dba CityTech Solutions, of 27201 Puerta Real #200, Mission Viejo, CA 92691 (hereinafter "CTS") and:

City of Hogansville  
111 High St.  
Hogansville, GA 30230

hereafter referred to as "Customer".

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1.0 Software License

1.1 Grant of License. Pursuant to the terms of this Agreement, CTS hereby grants to Customer a non-exclusive, non-transferable, fully paid up license to use the software products identified in Exhibit A during the term of this Agreement, all of which CTS represents and warrants it has the right to license to Customer.

1.2 Users. Based on the of number Licenses described in Exhibit A, the Customer, its clients, customers and end users are permitted to access, use and manipulate the Software Products for all legal uses contemplated by this Agreement. The Software Products may be used within a networked or cellular environment.

1.3 Indemnity. CTS agrees to defend, indemnify and hold harmless Customer, its affiliates, officers, directors, employees and agents and licensors, and other users of the Software Products, from all damages, losses, liabilities, claims and expenses, including attorney's fees, arising from any claim that the Software Products infringe a third party's intellectual property rights. CTS waives any and all claims and recourse against the Customer including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CTS's performance of this contract except for liability arising out of sole negligence of the Customer or its officers, agents or employees. Further, CTS will indemnify, hold harmless, and defend the Customer against any and all claims, demands, damages, costs, expenses or liability arising out of CTS's performance of this Contract except for liability arising out of the sole negligence of the Customer or its officers, agents or employees.

## **2.0 Software and Hosting Services**

CTS shall provide the Software along with the services to implement and support the Software and other ancillary services as set for in Exhibit A. In addition, CTS shall provide hosting services for the Software products ("Hosting Services").

## **3.0 Maintenance and Support Services**

**Software Support.** CTS will provide the Customer with software support. Support for the Software Products (the "Support") is defined as the technical assistance required in the operation of the Software Products on a day-to-day basis by way of telephone and e-mail support. Support also includes maintenance updates (i.e., patches, hotfixes and minor upgrades) for the Software Product(s). Critical software issues will be patched by CTS. Non-critical CTS software issues are addressed per standard maintenance processes in a timeframe suitable for CTS. If the customer requests on-site support the customer will be billed at established service rates plus expenses.

## **4.0 Term**

**4.1 Term.** The initial term of this Agreement is for a period of two (2) years from date this Agreement is executed by the last of the parties to execute as indicated below in the signature block. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions, subject to new market pricing by CTS, for further successive periods of 1 year(s) unless i) either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s); or ii) it is terminated as provided below.

**4.2 Termination for Convenience by Customer.** Customer may terminate this Agreement without cause upon thirty (30) days written notice to CTS. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by Customer to CTS and it is later determined that CTS was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph 4.2.

**4.3 Immediate Termination by Customer.** Customer may terminate this Agreement immediately upon giving written notice to CTS a) for cause should CTS materially fails to perform any of the covenants contained in this Agreement in the time and/or manner specified, or b) if funds, or any portion thereof, required by Customer for this agreement are i) not available to Customer from external sources, including if distribution of such funds to the Customer is suspended or delayed; or ii) are not appropriated by the applicable authority or Customer or, having been previously appropriated, are reduced, eliminated, and/or re-allocated by Customer as a result of mid-year budget reductions.

**4.4 Termination by CTS.** In the event of default by the Customer in any material term or condition herein that is not cured by Customer within 30 days of its receipt of written notice thereof, CTS may, at its option, refuse service or terminate its obligations under this Agreement.

**4.5 Effect of Termination.** In the event of termination, pursuant to section 4.3(a), Customer may proceed with the work in any manner deemed proper by

Customer. In the event of termination pursuant to sections 4.2 or 4.3(b), CTS shall only be paid for any services completed and provided prior to notice of termination, such amount to be an amount which bears the same ratio to the total compensation authorized by this Agreement as the services actually performed bear to the total services of CTS covered by this Agreement, less payments of compensation previously made. In no event shall Customer pay CTS an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. CTS shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligation to a third party that CTS can legally cancel. Nothing herein is intended to limit any rights or remedies Customer may have at law arising out of a breach of this Agreement by CTS.

## **5.0 Charges**

The charges for the products and services provided under this Agreement are as outlined in Exhibit A attached. CTS shall invoice the Customer on a monthly basis and the Customer shall pay the aggregate to CTS within (30) days of the date of each invoice.

## **6.0 Confidentiality**

6.1 Confidential Information. In the performance of or otherwise in connection with this Agreement, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any information stored in the Customer database shall be deemed to constitute Confidential Information without further designation by Customer. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party.

6.2 Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving party; (iii) information that is obtained by the Receiving party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any

such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

## **7.0 Warranties and Limitations of Liability**

7.1 Software Product Warranty. The first year of maintenance is to be included under warranty. The warranty period will begin following the installation of the application software. CTS shall promptly repair or replace, at no cost to the Customer, all defects in material and/or workmanship of which CTS has been properly notified within a period of one (1) year from date of completion of all work.

7.2. Services Warranty. CTS shall exercise its best efforts in performing services covered under this Agreement and warrants that all services performed by it under this Agreement will be performed by qualified personnel and to industry standards.

## **8.0 General**

CTS agrees to abide by the following terms and conditions:

8.1 Valid Business License. If required by the City, CTS and its subcontractors, sub grantees, and other firms doing business with the Customer shall obtain or have a valid business license and must comply with applicable business regulation ordinances. Contractor shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until the Contractor acquires a valid City business license.

8.2 Non-Discrimination. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or gender expression, except where these criteria are reasonable bona fide occupational qualifications.

## **9.0 Independent Contractor**

The parties agree that CTS is an independent contractor and not an employee of the Customer. Any persons employed by CTS for the performance of work hereunder shall be independent contractors and not agents of the Customer. CTS shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Customer the right to direct CTS as to details of doing work or to exercise a measure of control over the work mean that CTS shall follow the direction of the Customer as to end results of work only. This contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Customer will not pay a salary or hourly rate, instead of a fixed or contract rate. The Customer will not withhold Social Security, Medicare, State or Federal Taxes. As an independent contractor, CTS is not entitled to Workers' Compensation benefits except as may be provided by CTS, nor to unemployment insurance benefits unless provided by the CTS. CTS is obligated to pay all Federal and State income tax on any moneys earned or paid pursuant to this

Agreement.

#### **10. Illegal Aliens**

CTS shall not knowingly employ or contract with an illegal alien to perform work under this contract. CTS certifies that (i) CTS does not knowingly employ or contract with any illegal aliens; (ii) CTS has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) CTS shall not enter into a contract with a subcontractor that fails to certify to CTS that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. CTS shall comply with all reasonable requests made in the course of an investigation by the Department of Labor and Employment. If CTS fails to comply with any requirement of this provision, the Customer may terminate this contract for cause and CTS shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

#### **11. Notices**

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to the Customer:  
Attn: City Manager  
City of Hogansville  
111 High St.  
Hogansville, GA 30230

If to the Contractor:  
Attn: Rusty Reed, President  
CityTech Solutions  
27201 Puerta Real #200  
Mission Viejo, CA 92691

#### **12. Default**

Each and every condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

#### **13. Enforcement**

This Agreement shall be deemed entered into in Troup County, Georgia, and shall be governed by and interpreted under the laws of the State of Georgia.

**14. Amendments**

This Agreement constitutes the entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

**IN WITNESS WHEREOF**, the Customer and CTS have caused this Agreement to be executed, in duplicate original counterparts, in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CUSTOMER: CITY OF HOGANSVILLE    CONTRACTOR: CITYTECH SOLUTIONS

By: \_\_\_\_\_  
Sign

By: \_\_\_\_\_  
Sign

Attest: \_\_\_\_\_  
Lisa Kelly, City Manager

Attest: Rusty R. Reed, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



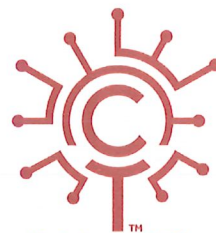
## Exhibit A

# PROPOSAL TO PROVIDE THE CITYTECH PERMITS APP

Prepared for:

**City of Hogansville**

Attn: Lisa Kelly, City Manager  
City of Hogansville  
111 High St.  
Hogansville, GA 30230



**CityTech**  
SOLUTIONS

a division of Charles Abbott Associates, Inc.  
27201 Puerta Real #200  
Mission Viejo, CA 92691  
(866) 530-4980  
[citytechsolutions.com](http://citytechsolutions.com)

## INTRODUCTION

CityTech Solutions (CTS), a division of Charles Abbott Associates, Inc. (CAA), is pleased to submit the enclosed proposal to the City of Hogansville for the Pro version of our CTS Permits app.

Our parent company, CAA, has been providing a growing number of cities with outstanding engineering, planning & zoning, code compliance and plan checking services since 1984. Over the years, we have developed our own municipal software, CityTech Solutions, to support and streamline the services we provide to our municipal clients and fill the need for an easy to use, powerful, intuitive and affordable data management software. Our product suite has been expanding to not only provide solutions for Building and Code Enforcement departments, but also for Fire Departments, Public Works and stormwater activities.

With extensive expertise in the government sector, CAA understands the challenges municipalities are facing. Most of our clients have faced very similar issues, and have succeeded in not only solving these issues, but have benefited from numerous other efficiencies our solutions provide. Our clients are not only streamlining their processes, but they are also seeing tremendous benefits from being able to efficiently manage permits, code enforcement, inspections, and other community service workflows.

Our software affords the flexibility to meet automation needs through a single solution while also meeting budget requirements. Our easy-to-use, intuitive interface translates into instant user adoption, long-term viability and overall efficiency gains.

### Company Overview

With a strong background and history in the municipal services sector, CTS brings exceptional expertise to this project:

**Strong Focus on State & Local Government:** Our products are designed and developed uniquely for the needs of state and local government agencies. This focus has allowed us to gain a wealth of knowledge and experience with projects in the government sector and has resulted in a deep understanding of the environment in which government operates.

**We Develop & Support our Products:** Our clients don't have to worry about dealing with outsourced software support or resellers who may or may not support our products in the future.

**No Debt or Venture Capital:** We are a debt free company and are also not looking to sell our software division to another company. We will be around for the long haul.

**Open Architecture:** Thanks to our architecture, CTS can be integrated with virtually any 3rd party application at an additional cost.

**Quantifiable, quick return on investment:** Our software significantly reduces staff time required to review plans, process permits, conduct inspections, counter time, and more.

**User Friendliness:** CTS was meticulously designed with a great user interface, for a wonderful user experience. It is so user friendly that any user with knowledge of a building permit workflow can start using the software with minimal training.

**Value:** We take projects from start to finish and control our product development and pricing. That's how we are able to best meet your needs.

## System Overview

The CityTech Permits app simplifies the building permit process for any municipality. With CityTech apps, city clients can create, track and perform the required permitting needs of their jurisdiction.

Reports in CityTech Permits enable cities to track permits, permit fees, inspections, as well as various aspects of monthly and annual reporting of permits.

We would like to thank you for the opportunity to allow us to provide you with our CityTech Permits solution. If there are any questions about the software or this proposal, please feel free to reach out to me directly at (760) 403-8082. Thanks again.



Mark Abbott  
CHARLES ABBOTT ASSOCIATES, INC.

## SCOPE OF WORK

### Proposed Solution

CityTech Solutions (CTS), a division of Charles Abbott Associates, Inc. (CAA) will provide our CityTech Permits Pro Software, titled "Permits", to the City of Hogansville. The provided software solution is a cloud-based hosted database that allows the City to collect, store and report all permit activity, 24-hours a day and 7-days a week.

First, CityTech Permits is designed to enhance the work of any permitting department, as well as any other supporting departments. A few features of Permits include:



- A robust permit system that is built specifically for fast and thorough processing of plan checks and permits to provide a great user experience and even better customer experience.
- A breadth of features including Google Map integration, easy search capabilities and the ability to duplicate permits quickly for repeat customers.
- Plan check tracking that allows all departments to view the status of projects and/or participate in the entire plan check process.
- Integration with industry leading PDF markup app, Bluebeam Revu. Includes unlimited document storage.
- Plan check assignments that give the Permit Techs or Plan Check Supervisor the ability to assign plan reviews to Plan Checkers in any department.
- An Approvals process that assures City users cannot issue or final a permit record until all chosen Departments have signed off.
- An online Permit Center for Contractors, Homeowners and Architects to submit and facilitate the entire plan check process online.
- The ability for Contractors to login to their own account and request inspections through the online Permit Center up to a month in advance.
- The ability to connect the City's credit card processor to the online Permit Center for faster processing of plan check submittals.
- A digital shopping cart for accurately applying fees to a plan check or permit.
- An inspector mobile solution via an Apple iPad that allows an inspector to input corrections for an inspection, take an unlimited number of photos and email a digital correction notice to the contacts on a permit.
- GIS maps with built-in ArcGIS services that includes basic City's property data and property owner information. Integration with an in-house ArcGIS server is available as well.
- Various reports for monthly and annual reporting of permits, plan checks and inspections. And two custom California reports to help facilitate the reporting of SMIP and CBSC fees to the state.
- A Dashboard with charts and graphs that reports various permit, permit fee and inspection metrics.

## Single Source Software Support

CTS will provide customer support by telephone, email and the web as needed by CTS staff. Average response time for regular support questions by phone and email is 4 hours, unless the issue is escalated to highest priority. Support services are available to the City any time of the year while the annual subscription fees have been paid.

## Training

For the implementation of our modules to take place without issue, here are a few items that we like to explain as well as work with the City on in preparation of installation:

- a. The new databases will be hosted on the cloud in an Amazon Web Services datacenter.
- b. Training will be provided for all City and CAA staff for the Permits app. Trained CTS staff will be available for any follow-up on an as needed basis.

## Implementation Schedule

The implementation for our Permits app in Hogansville will be faster than our normal implementation due to the City already utilizing the Basic version of our Permits app. Our default timeline for complete implementation (including "Go Live") of any CTS software module is approximately 60 to 90 days from the start of implementation. However, for Hogansville, we will likely be able to Go Live in 60 days. A sample implementation schedule for our Permits app for the City is as follows:

Day	Task
1-15	Meet with staff to go over all new features and online workflows
15-30	Setup online Permit Center and credit card Gateway
30-45	Test online Permit Center and test credit card transactions
45-59	Meet with staff and create sample online permits
60	Go Live Permits

## Online Credit Card Gateway

Our online Permit Center is programmed to use three of the more popular credit card gateway payment providers. Those gateways include: iCheckGateway.com (ICG), Global Payments and Authorize.net. We will connect you to our partners at these three gateway providers so that you can choose which service best fits your needs. Once an account is established with the above gateways, homeowners and contractors will be able to experience a seamless permit payment process.

## NETWORK ENVIRONMENT

Our cloud and browser-based system is built on, the Claris FileMaker Pro database platform, for which Claris Inc. is a subsidiary of Apple Inc. Any specifications provided below indicate minimum browser requirements. CTS will work with the City to ensure that any software used to run the CTS apps from a browser or mobile device, meets the installation specifications of the software.

**Browsers Specifications:** The software can be run on most modern browsers. Here the browser specifications that we support.

Desktop browsers	Mobile browsers
Safari 13.x minimum Chrome 80 minimum Microsoft Edge 44 New Microsoft Edge 80	Mobile Safari on iOS 13 minimum Chrome 80 minimum on Android 7.x minimum

**iOS Specifications:** FileMaker Go (FMGo) is a free iOS app that can be downloaded from the iTunes App Store. The latest version of the FMGo app is compatible with iOS devices running 13.2 minimum, when running on the following devices: iPad (9<sup>th</sup> generation), iPad (7<sup>th</sup> generation), and iPad (6<sup>th</sup> generation).

**Network Specifications:** The software is designed to run over high-speed wide area networks at speeds of 10 Mbps or greater. Slower connections can be supported through using terminal services software such as Microsoft Terminal Server, Citrix or Amazon WorkSpace. These technologies allow a workstation to run the application remotely using very little bandwidth.

**Printer Specifications:** The software is designed to work with laser printers and laser printers with iOS Air Print capabilities. Each make and model of printer has different drivers and therefore has slightly different results when printing.

### Data Center Hosting

CTS hosts all software services on the cloud with the world-renowned Amazon Web Services (AWS), in one of their highly secure datacenters. Servers used by CTS are the most up-to-date Windows servers protected by Amazon's world-class firewalls. Cost covers all Windows server license, bandwidth, and data storage. Hosting fees include all upgrades and upkeep of these servers.

### Security Features

Security of our CTS apps is our highest priority. Therefore, we use utilize the industry's highest rated cloud service, AWS. In utilizing AWS, we benefit from a data center and network architecture built to meet the requirements of the most security-sensitive

organizations. By taking advantage of AWS, we not only inherit all the best practices of AWS policies, architecture, and operational processes, but also benefit from their continual auditing by various accredited testing bodies. Additionally, here are some more security features that our system includes:

- **Single-Tenant Solution.** All our apps are single-tenant and not multi-tenant solutions, so our client's permit data is not co-mingled with other cities data.
- **Symantec Cloud Endpoint.** All detection and protection of inbound threats is provided by Symantec to safeguard all our client's data.
- **SSL Certificates.** Web site protection against malware and other automated attacks triggered by automation.
- **Encryption at REST.** Even if our client's data falls into the wrong hands, it will always be unusable without an encryption key to decode it.

### **Exporting Information**

We acknowledge that any data generated by the City or CAA staff during operations is the property of the City of Hogansville. If the contract should be terminated, the data will be made available to the City in a format acceptable to both parties.

### **System Uptime**

Amazon Web Services guarantees a 99% uptime, and we guarantee that as well. Unless there are unforeseen circumstances, we only perform regular Windows Server maintenance on our servers over weekend periods, so that our routine maintenance causes minimal disruption to the service.

### **Data Backup**

Our data backup routine is comprehensive as we believe we can never be too cautious with data integrity or data loss. Thus, our servers automatically create the following copies of database:

1. Incremental rolling backups of each individual database every 10-minutes
2. Hourly backups of all databases
3. Nightly backups of all databases
4. Monthly archives of all databases

The incremental backups are extremely important and provide a vital safety net. If any catastrophic event were to occur, or if any data were to accidentally be changed or saved, that data can be retrieved and reinstalled in a matter of minutes. Or if a record that was just created was accidentally deleted, we can get that back and reinstalled in a timely manner. If any of these scenarios happens, we must be contacted within 5-minutes of that event so that we can pull the incremental backup and restore it for you.



## COSTS

CityTech offers to provide our Pro Permits and Code apps for the following cost:

<b>CTS Pro Software Subscription</b>	<b>Cost</b>	<b>Discount</b>	<b>Users</b>	<b>Cost</b>
Annual Permits Subscription	\$48,600	-\$30,000	12	\$18,600
Annual Subtotal				\$18,600
<b>ANNUAL PER MONTH COST</b>				<b>\$1,550/Mo.</b>

Notes:

1. A 2% increase will be applied each year to the subscription, starting at year 2.
2. Any custom programming can be performed for \$150/hour or by proposal.
3. No pro-rated refund provided if contract terminated in any part of the year.
4. Go Live date will become annual renewal date.
5. If the City's stops contracting Building and Safety services with Charles Abbott Associates during the life of this software service contract, the applied Discount will be removed and a prorated amount will need to be assessed.

