

**MASTER AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND THE
INDIAN NATIONS COUNCIL OF GOVERNMENTS**

On this 16th day of April, 2015, the Indian Nations Council of Governments, herein after referred to as "INCOG", located at 2nd West Second Street, Suite 800, Tulsa, OK 74103 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 Indian Nations Council of Governments (INCOG) is a public agency that exists to serve the individual and collective voices of local governments in the Tulsa area of Oklahoma; and

WHEREAS, the mission of INCOG is provide services and programs and to act as a clearinghouse to offer services where individual tribal governments, counties, cities, and towns that do not have the time, money, or expertise to provide alone; and

WHEREAS, INCOG and INCOG's Board of Directors has decided that a regional approach to the shared services described herein could serve their members and would be a benefit and serve a larger population of citizens; and

WHEREAS, INCOG agrees to facilitate and actively market the shared services approach with member tribal governments, counties, cities, and towns to oversee the aspects of the project so that benefits are available; and

WHEREAS, IBTS is a non-profit, 501(c)(3) organization with a Board of Directors made up of representatives from the National League of Cities (NLC), the International City County Management Association (ICMA), the National Association of Counties (NACo), the Council of State Governments (CSG) and the National Governor's Association of Best Practices Center (NGA); and

WHEREAS, IBTS has a purpose to assist towns, cities, counties, councils of governments, tribal governments, states and federal governments by delivering quality services that meet the challenges of governance while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, IBTS has the current capabilities and capacity to assist INCOG with implementation of regional shared services:

NOW THEREFORE, INCOG and IBTS hereby agree to this Service Agreement with the intention of working together as a team to deliver professional, quality shared services for the betterment of the jurisdictions in Oklahoma; and

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

1.0 DEFINITIONS

"INCOG/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.

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“Advisory Committee” refers to the Oversight Advisory Committee established jointly by INCOG and IBTS. The Advisory Committee consists of representatives of participating member jurisdictions 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 permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

“Jurisdiction” refers to member jurisdictions of the Indian Nations Council of Governments.

“Master Agreement” refers to this agreement entered into by INCOG 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.

“Service Agreement” refers to the agreement entered into by an INCOG member 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 the INCOG. Any INCOG member jurisdiction can enter into a Service Agreement with IBTS as a result of this Master Agreement. See Attachment A – Sample Service Agreement for a template that may be used by IBTS and a Jurisdiction when they negotiate an agreement for services.

2.0 MARKETING AND DELIVERY OF SERVICES

Marketing - As set forth herein, IBTS hereby agrees to deliver the services described in the attachments to this agreement to any INCOG member jurisdiction as defined in Section 1.0. Services selected by the INCOG member will be delivered by IBTS as described within this Service Agreement and with the Fee Structure as set forth in the attachments to this Master Agreement.

Pursuant to this Master Agreement, INCOG will actively market to its member jurisdictions that IBTS has been selected as the provider of the services identified in the attachments to this agreement. IBTS will provide the member jurisdictions the selected services directly. The services shall be provided to the member jurisdictions through a Services Agreement and in full compliance with the terms of this Master Agreement. IBTS and INCOG agree to mutually recognize each other in all news media publications, press releases and outreach opportunities concerning the shared services described in the attachments to this agreement.

Customer Service – Should an issue arise for any member jurisdictions with delivery of services by IBTS, that member 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 member jurisdiction can seek further resolution, including cancelation of their Service Agreement between them and IBTS based upon the terms of this Master Agreement and their Service Agreement.

IBTS agrees, as part of delivering the professional services described herein, to attend and participate in the Advisory Committee’s meetings. IBTS understands that the Advisory Committee will serve the role of providing oversight on the services being provided and INCOG and IBTS will work together to promote, improve, advance and enhance the service offerings.

Delivery of Services – INCOG understands that these services are being offered on geographical, regional basis and that services will be offered and provided in groupings of jurisdictions as defined by IBTS. IBTS will work closely with INCOG to develop these coverage areas geographically. IBTS will enter into written agreements with local jurisdictions to provide the services described in the attachments. INCOG understands that IBTS will make available services and sign Service Agreements with rural jurisdictions that are located outside of the initial geographically defined areas through additional fuel surcharges.

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The initial geographically defined areas are as shown and described in Appendix 1 & 2 attached herein.

3.0 SCOPE OF SERVICES

IBTS will provide shared building department services and other associated shared services to jurisdictions. Refer to the attachments of this Master Agreement for full descriptions of the services and fees available to jurisdictions.

Each member jurisdiction can select the full range of services as identified in the Service Agreement by initialing the services needed.

3.1 SERVICE TURN AROUND TIMES

Plan Reviews: IBTS agrees to complete typical building code residential plan reviews within 5 working days. IBTS agrees to complete non-complex commercial plan reviews within 10 working days. All complex commercial occupancy use groups such as Assembly, Institutional, Education and Multi-Family Residential will be quoted a turnaround time-frame but in no case shall exceed 30 working days.

Inspections: IBTS will endeavor to conduct project inspections on a next business day basis but will complete 100% of inspection requests within three business days.

Exceptions will be those circumstances where factors are beyond IBTS control, such as natural and manmade disasters.

3.2 SOFTWARE

IBTS will use proprietary software in delivery of the Scope of Services as defined in this Master Agreement and its attachments. IBTS will be responsible for maintenance, hosting and fees associated with the software when utilized by IBTS as part of service delivery.

Should a jurisdiction decide to license IBTS' software, the jurisdiction will be responsible to pay all fees shown in the attached Fee Schedule for permitting software.

INCOG understand that only city and town employees will be allowed to access the software and therefore further agrees the software is considered intellectual property as identified in paragraph 16 of this agreement. Full details and use options are described in the following attachments, terms and software agreements.

3.3 OTHER TECHNICAL SERVICES

IBTS will provide other services, as necessary and appropriate to fulfill the terms of this agreement and to respond to the needs of the jurisdiction. Such services include but are not limited to training, support to review and/or develop forms, procedures, graphic design, public outreach and outreach to media.

4.0 CHANGES AND ADDITIONAL SERVICES

INCOG and INCOG member jurisdictions may request addendums to the shared services and other associated services as outlined in the attachments to this agreement so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as

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Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by INCOG, 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 INCOG in writing immediately. IBTS and INCOG will negotiate the new terms and cooperate with IBTS to modify the Service Agreement as described in Section 15.0 – Agreement Modification.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and INCOG 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 to this agreement so long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the city/town will collect the fees for all services as described in the attachments to this agreement. Should IBTS collect the fees, IBTS will retain fees for its services. Should the jurisdiction collect the fees, IBTS will invoice the jurisdiction for services provided. Reports of all fee activities between IBTS and the jurisdictions will be reported to INCOG on a quarterly basis. The reports to the cities, towns and INCOG will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

IBTS may utilize its existing credit card processing system, which includes acceptance of e-checks, to receive all fees associated with building department services provided to jurisdictions. IBTS can collect payment of fees from the applicant for appropriate services and will retain certain fees for its services and report activity to INCOG and the participating 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.

Alternatively, the jurisdiction may utilize its existing credit card processing system, which must include acceptance of e-payments, to receive all fees associated with shared services delivered to the jurisdiction. The jurisdiction can collect payment of fees from the applicant for appropriate building department services and will retain certain fees for its services. IBTS will report activity to INCOG and the participating jurisdiction. The jurisdiction 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.

Rebate Terms – IBTS has provided suggested permit fees in the attachments to this Master Agreement. Each jurisdiction shall establish permit fees for each permit type shown in the attachments to this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the permit, shall be paid to the fee collector at the time the applicant submits the permit application. If fees are collected by IBTS, IBTS will rebate the Jurisdiction's permit fees 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 working days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS.

Invoice Terms - If fees are collected by the jurisdiction, IBTS will invoice the jurisdiction for all collected fees except the permit fees. Such fees are described in the attachments. The jurisdiction agrees to make

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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.

INCOG Handling Fees – IBTS will pay to INCOG the handling fees shown in the attachments to this agreement to pay for services provided by INCOG as described in Section 9.0 INCOG – Furnished Resources. Handling fees will be processed every three months (using calendar quarters) by IBTS. IBTS will pay INCOG within 45 days of the processed quarter-end. Handling fees shall be a percentage based upon the total plan review, inspection and other services fees collected as described in the attachments to this agreement and do not include any permit fees that are rebated to the jurisdiction. INCOG also agrees and understands that handling fees will not be paid on any fuel surcharges collected by IBTS. If no plan review, inspection and other services fees were collected during a particular month, a report reflecting this shall be sent to the INCOG's Program Director.

The commercial handling fee maximum noted in the table below is the cap on that particular fee.

IBTS agrees to pay INCOG according to the following handling fee schedule as well as the handling fees shown in the attachments to this agreement.

Residential Handling Fee	Commercial Handling Fee	Commercial Handling Fee Maximum	Miscellaneous Handling Fees
1.5%	1.5%	\$300.00/project	As shown in the attachments

The above handling fees are valid for the initial start-up period of the Master Agreement. This will allow INCOG to cover its initial costs to market IBTS' services and time to analyze the volume of services rendered. After year two, an adjustment to the handling fees may be negotiated based on the first-year records and future year projections.

All payments shall be made payable to the Indian Nations Council of Governments. A report of all activity processed during the quarter shall accompany each payment.

7.0 TERM OF AGREEMENT

The term of the Master Agreement is two (2) years. The term shall begin on April 16, 2015, and shall end on April 15, 2017. After the expiration date of this Master Agreement, the Master Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either INCOG or IBTS terminates the Master Agreement by providing a 90-day written notice of termination in advance of expiration and shall include a notice of termination letter from each INCOG member that has executed a Service Agreement. Provided, however, termination of the Master Agreement will not affect or compromise any agreement between IBTS and local jurisdictions. During the term of the Master Agreement, INCOG agrees to use IBTS as its provider of services identified in the attachments to this agreement. 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.

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9.0 INCOG-FURNISHED RESOURCES

INCOG shall appoint a Program Director to coordinate the INCOG/IBTS Project for this Master Agreement. The Program Director will provide project management of the activities described in this section. The assigned Program Director shall be the principal point of contact on behalf of INCOG and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

INCOG will also provide marketing outreach as described in Section 2.0 MARKETING AND DELIVERY OF SERVICES for the full scope of services described in the attachments to this agreement. INCOG will continually work with IBTS to develop, provide and enhance marketing materials that provide jurisdictions with promotional information about the Project.

INCOG, in coordination with IBTS and participating jurisdictions, will coordinate the development and implementation of an Advisory Committee whose purpose is to provide direction and feedback on the Project.

The intended goal is to establish consistent fees, plan review procedures, permit forms and inspection and enforcement procedures and processes. INCOG will disseminate implementation guidelines, developed by IBTS, which encourage participating jurisdictions to pass certain building code ordinances. The ordinances will require fees, plan reviews, permits, inspections and code compliance by IBTS in accordance with the nationally-recognized building codes rules.

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. IBTS field inspectors will, for the most part, work in the field and will not require work stations on a regular basis but may need to visit INCOG's office for coordination.

11.0 TERMINATION FOR CAUSE

INCOG may terminate this Master Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of the Master Service Agreement, provided that INCOG 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 INCOG may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless INCOG 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 in the performance and/or failure to perform within the Master Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors and any liability arising out of an obligation owed to a third party as result of this agreement.

13.0 DISPUTE RESOLUTION

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- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- (b) The parties agree to Mediation as the method of dispute resolution in good faith should any disputes arise during the term of this agreement.

14.0 ASSIGNMENT

IBTS shall not assign any interest in this Master Agreement by assignment or transfer without prior notification from IBTS to INCOG and written consent of INCOG. 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 Master Agreement without such prior written consent.

15.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Master 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 Master Agreement is binding on any of the parties.

16.0 CONFIDENTIALITY

INCOG 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. INCOG agrees that it will not discuss with outside parties any information protected accordingly. INCOG shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in INCOG's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Master Agreement, INCOG may be provided access 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 INCOG 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 INCOG, 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 Master Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to INCOG 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, 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

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discriminate in its employment practices, and will render services under this Master 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 INCOG and will add INCOG 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 INCOG.

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. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers’ Compensation laws, IBTS shall 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 Master Agreement, such Commercial General Liability Insurance which shall protect IBTS, INCOG 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 Master Agreement, and shall require any Subcontractor to carry same in such a manner as to alleviate liability to INCOG. 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 Master 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 Master 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, maintain insurance of the same nature and in the same amounts as those required of the IBTS.

20.0 NOTICES

All contractual notices shall be addressed to:

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

Indian Nations Council of Governments (INCOG)
Attn: Rich Briere, Executive Director
2nd West Second Street, Suite 800
Tulsa, OK 74103

All technical notices shall be addressed to:

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

Indian Nations Council of Governments (INCOG)
Attn: Ann Domin, Deputy Director
2nd West Second Street, Suite 800
Tulsa, OK 74103

22.0 SEVERABILITY

If any term or condition of this Master 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 Master Agreement are declared severable.

23.0 ORDER OF PRECEDENCE

This Master 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 Master Agreement and its amendments; second priority shall be given to the provisions of the IBTS Scope of Services as described in the attachments to this agreement and its amendments.

24.0 INCORPORATION OF ATTACHMENTS

Attachments A through N and Appendices 1 through 3 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein. Other attachments may also be incorporated by reference as described in Section 15.0 Agreement Modification.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of this 16th day of April, 2015.

For IBTS:
Printed Name: ASHOK R. GOSWAMI
Title: CEO
Signature: [Signature]
Date: 4/16/15

For INCOG:
Printed Name: JOHN SMAUGO
Title: CHAIR
Signature: [Signature]
Date: 4/14/15

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IBTS/INCOG MASTER AGREEMENT ATTACHMENTS

ATTACHMENTS

- Attachment A – Sample Service Agreement**
- Attachment B – Building Code Department Services & Fees**
- Attachment C – Floodplain Services & Fees**
- Attachment D – Accessibility Code Services & Fees**
- Attachment E – Fire Code Review & Inspection Services & Fees**
- Attachment F – reserved for future use**
- Attachment G – GOVmotus™ Permitting Software & Fees**
- Attachment H – reserved for future use**
- Attachment I - reserved for future use**
- Attachment J – Property Maintenance Service & Fees**
- Attachment K – Cemetery / Grave Marker Identification Services & Fees**
- Attachment L – Water Sampling Services and Fees**
- Attachment M – Feasibility Study Services and Fees**
- Attachment N – Fast Track Plan Review Services and Fees**

APPENDICES

- Appendix 1 – Initial Defined Service Area Offerings**
- Appendix 2 – Projected Service Area Offerings**
- Appendix 3 – GOVmotus™ Terms and Software Agreement**

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ATTACHMENT A – SAMPLE SERVICE AGREEMENT

ATTACHMENT A
SAMPLE SERVICE AGREEMENT

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT A – SAMPLE SERVICE AGREEMENT

**SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
[ENTER JURISDICTION NAME HERE]**

On this _____ day of _____, 2015, the [enter jurisdiction name here], herein after referred to as "Jurisdiction", located at [enter full address of jurisdiction here] 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 Indian Nations Council of Governments (INCOG), along with IBTS and has made available to the [enter jurisdiction name here] 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 [enter jurisdiction name here] recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the [enter jurisdiction name here] desires to participate in the regional services offered by INCOG with IBTS:

NOW THEREFORE, in consideration of the above, the [enter jurisdiction name here] hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through the INCOG for the services described herein:

In consideration of the mutual agreements contained herein, [enter jurisdiction name here] and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"INCOG/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 INCOG and IBTS. The Advisory Committee consists of representatives of participating jurisdictions 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.

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ATTACHMENT A – SAMPLE SERVICE AGREEMENT**

“Master Agreement” refers to the Master Agreement entered into by INCOG 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 the INCOG & IBTS.

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 [enter city name here]

- _____ : 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
- _____ : Reserved for Future Use
- _____ : GOVmotus™ Permitting Software & Fees, Attachment G
- _____ : Reserved For Future Use
- _____ : Reserved for Future Use
- _____ : Property Maintenance Services and Fees, Attachment J
- _____ : Cemetery & Grave Plot Mapping Services and Fees, Attachment K
- _____ : Water Sampling Services and Fees, Attachment L
- _____ : Department Feasibility Studies Services and Fees, Attachment M
- _____ : Fast Track Plan Review Services and Fees, Attachment N

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 INCOG, 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 INCOG in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and INCOG 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 in Areas 1, 2 and 3 as identified in Appendix 2. Jurisdiction understands and agrees to the additional fuel surcharges and will include these surcharges on all services when collecting fees from the applicant. Jurisdictions in Area 1, Area 2 and Area 3 selecting services must select the combination of Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services and Stormwater Services.

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ATTACHMENT A – SAMPLE 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 jurisdictions will be reported to INCOG and the jurisdiction. The reports to the jurisdiction and INCOG 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 INCOG 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 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 working days of the end of the month, IBTS will rebate to the jurisdiction all permit fees collected by IBTS

Invoice Process - Alternatively, if the jurisdiction elects the invoice process described above, the jurisdiction will utilize its existing credit card processing system, which must include acceptance of e-payments and other online payments, to receive all fees associated with services delivered to the jurisdiction. The jurisdiction will collect payment of fees from the applicant for appropriate services and will retain all permit fees for its services. IBTS will report activity to INCOG and the jurisdiction. The jurisdiction 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.

IBTS will invoice the jurisdiction for all other fees except the permit 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– IBTS has provided suggested permit fees in the attachments to this Service Agreement. Each jurisdiction shall establish permit fees for each permit type shown in the attachments to

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT A – SAMPLE SERVICE AGREEMENT**

this Service Agreement. These permit fees belong to the jurisdiction. However, all fees along with 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.

IBTS will rebate the jurisdiction for 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. Each jurisdiction will establish these permit fees for each permit type shown in the attachments to this Service Agreement. The jurisdiction's established fees may vary from the suggested permit fees included in Attachment A.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on [REDACTED], 2015, and shall end on [REDACTED], 2017. 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

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT A – SAMPLE SERVICE AGREEMENT**

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 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 Oklahoma City, Oklahoma 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.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT A – SAMPLE SERVICE AGREEMENT**

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, 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

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT A – SAMPLE SERVICE AGREEMENT**

those required of the IBTS. IBTS shall be responsible for any failure of its Subcontractors to conform to this insurance requirement.

20.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS) Attn: David Moreaux, Contracts Administrator 45207 Research Place Ashburn, VA 20147	[enter jurisdiction name here] Attn: address City, State, ZIP
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All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS) Attn: Greg Seldon, Director 45207 Research Place Ashburn, VA 20147	[enter jurisdiction name here] Attn: Address City, State ZIP
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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 _____, 2015;

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES**

B1.1 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

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.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES**

B2.1 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.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES**

RESIDENTIAL FEE SCHEDULE					
ITEM	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	INCOG Handling
New Construction	0-3,000	Suggested Permit Fees are \$25 each	\$250.00	\$700.00	1.5% of plan review and inspection fees retained by INCOG.
	3,001-5,000		\$390.00		
	>5,001		\$490.00		
New Modular	ALL		\$125.00	\$200.00	
New Addition/ Remodel	0-2,000		\$250.00	\$300.00	
	2,001-5,000		\$315.00		
	5,001 >		\$465.00		
New Manufactured Housing	ALL		n/a	\$150.00	
New Detached Accessory	ALL		\$90.00	\$150.00	
New Portable Building	ALL		\$50.00	\$85.00	
Structure Relocation (Move)	ALL	\$125.00	\$200.00		
Swimming Pool	ALL	\$150.00	\$250.00	See agreement for full details.	
MISCELLANEOUS	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	INCOG Handling
1st Re-Inspection	n/a	n/a	n/a	n/a	1.5% of plan review and inspection fees retained by INCOG.
2nd Re-Inspection		n/a		\$90.00	
3rd Re-Inspection		n/a		\$150.00	
Roofing Inspection		\$100.00			
Electrical Meter Change		\$85.00			
Mechanical Trade Inspection		\$100.00			
Electrical Trade Inspection		\$100.00			
Plumbing Trade Inspection		\$100.00			
Demolition		\$150.00			
Change of Occupancy		\$75.00			
Change of Contractor		n/a			
Permit Extensions		n/a			
Decks		\$125.00			
Temporary Pole		\$85.00			
All Stop Work Orders		\$100.00			
Re-Roof	\$25	\$150.00	See agreement for full details.		

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES**

COMMERICAL BUILDING & FIRE CODE FEE SCHEDULE

OCCUPANCY	SQUARE FOOTAGE		SUGGESTED PERMIT FEES	IBTS BLDG CODE REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	IBTS BLDG CODE INSPECTION FEE	INCOG HANDLING FEES
	Minimum	Maximum					
ASSEMBLY	0	2,500	\$100.00	\$385.00	\$175.00	\$1,250.00	1.5% of plan reviews and inspections; \$300 maximum See agreement for full details
	2,501	4,500		\$650.00			
	4,501	10,000		\$1,300.00			
	10,001	50,000		\$1,850.00	\$300.00	\$2,800.00	
	50,001	100,000		\$3,250.00		\$4,000.00	
	100,000	300,000		\$4,500.00		\$8,500.00	
	300,001 +			\$4,500 + .01 sq.ft. over 300,000	\$500.00	\$8,500 + .01 sq.ft. over 300,000	
HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$100.00	\$385.00	\$125.00	\$1,000.00	
	2,001	5,000		\$650.00		\$1,500.00	
	5,001	10,000		\$1,300.00		\$1,850.00	
	10,001	20,000		\$1,650.00	\$200.00	\$4,095.00	
	20,001	30,000		\$2,450.00		\$5,265.00	
	30,001	50,000		\$3,475.00		\$7,020.00	
	50,001	100,000		\$4,275.00		\$11,700.00	
	1,000,001	300,000		\$5,500.00	\$325.00	\$21,000.00	
	300,001 +			\$5,500 + .01 sq.ft. over 300,000		\$21,000 + .01 sq.ft. over 300,000	
BUSINESS OR MERCANTILE	0	3,000	\$100.00	\$415.00	\$125.00	\$750.00	
	3,001	10,000		\$825.00		\$1,755.00	
	10,001	30,000		\$1,550.00		\$2,575.00	
	30,001	80,000		\$2,225.00	\$200.00	\$4,650.00	
	80,001	150,000		\$3,000.00		\$9,900.00	
	150,001	300,000		\$5,125.00		\$14,625.00	
	300,001 +			\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000	

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES & FEES**

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	0	5,000		\$650.00		\$1,500.00		
EDUCATIONAL & DAYCARE	5,001	10,000	\$100.00	\$1,150.00	\$175.00	\$1,875.00	1.5% of plan reviews and inspections; \$300 maximum See agreement for full details	
	10,001	30,000		\$1,900.00		\$300.00		\$4,365.00
	30,001	80,000		\$3,150.00				\$9,945.00
	80,001	150,000		\$4,900.00	\$500.00	\$17,550.00		
	150,001	300,000		\$7,850.00		\$43,875.00		
	300,001 +			\$7,850 + .01 sq.ft. over 300,000		\$43,875 + .01 sq.ft. over 300,000		
	INDUSTRIAL OR STORAGE	0		10,000	\$100.00	\$550.00		\$125.00
10,001		20,000	\$750.00					
20,001		50,000	\$1,250.00					
50,001		100,000	\$1,250.00					
100,001		200,000	\$1,250.00					
\$200,001 +		\$550 + .01 sq.ft. over 200,000	\$1,250 + .01 sq.ft. over 200,000					
HIGH HAZARD	0	2,000	\$100.00	\$725.00	\$125.00	\$1,000.00		
	2,001	5,000		\$1,100.00		\$1,200.00		
	5,001 +			\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over 5,000		
HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$100.00	\$550.00	\$150.00	\$1,500.00		
	2,501	10,000		\$1,250.00		\$1,872.00		
	10,001	30,000		\$1,800.00		\$4,680.00		
	30,001	50,000		\$3,250.00		\$9,945.00		
	50,001	150,000		\$4,200.00	\$225.00	\$17,550.00		
	150,001	300,000		\$5,425.00		\$43,875.00		
	300,001 +			\$5,425 + .01 sq.ft. over 300,000		\$43,875 + .01 sq.ft. over 300,000		

ire Inspections: \$75.00/hr with project maximums quoted per job.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT C – FLOODPLAIN SERVICES AND FEES**

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, Letter Of Map Revisions) 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, upon written request, evaluate and assist each Jurisdiction with evaluating the benefit 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 benefit 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. CRS services and evaluations are included when a jurisdiction selects for IBTS to operate and manage the entire NFIP program. CRS augmentation and evaluation can be selected by the jurisdiction and fees will be provided before services begin. 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.

C1.1 AUGMENTATION OF EXISTING FLOODPLAIN 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.

C2.1 FLOODPLAIN SERVICES FEE SCHEDULE – Operation

TYPE	IBTS FEES	INCOG HANDLING FEES*
All residential structures	\$65.00 each	1.5%
All commercial structures	\$125.00 each	

C2.2 FLOODPLAIN SERVICES FEE SCHEDULE – Augmentation

TYPE	RESIDENTIAL FEES	COMMERCIAL FEES	INCOG HANDLING FEES*
Base flood elevation reviews	\$50.00 each	\$100.00 each	1.5%
Elevation Certificate Reviews	\$35.00 each project	\$75.00 each project	
Site Inspections/Visits	\$100.00 each	\$175.00 each	
Data / Records Management	\$75 each project	\$150 each project	
CRS Management	Quoted per jurisdiction		
Info Bulletin Design	\$50.00 / hr		
CRM Consultant	\$125.00 / hr		

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT D – ACCESSIBILITY SERVICES AND FEES

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.

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.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT D – ACCESSIBILITY SERVICES AND FEES**

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	INCO G FEES*
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each	1.5%
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/INCOG MASTER AGREEMENT
ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

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.

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/INCOG MASTER AGREEMENT
ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation

TYPE & SIZE		IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES		INCOG FEES
SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTAION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE	
Minimum	Maximum						
0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00	1.5% of IBTS fees; \$300 maximum
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	
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		
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/INCOG MASTER AGREEMENT
ATTACHMENT E – FIRE CODE REVIEW & INSPECTION SERVICES AND FEES

0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00	1.5% of IBTS fees; \$300 maximum
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		
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	\$350.00	\$615.00		
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	
0	2,500	\$150.00	\$300.00		\$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/INCOG MASTER AGREEMENT
ATTACHMENT F

F1.0 Reserved For Future Use

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE

G1.0 GOVmotus™ Software

IBTS will use its proprietary GOVmotus™ permitting software in the execution of these services when a jurisdiction selects IBTS to provide Building Code Department Services. The configuration of fees and permit types will be based upon the negotiated types and fees as described in the Master Agreement, Service Agreement and the Agreement Attachments thereof.

G1.1 – GOVmotus™ Permitting Software At No Cost: IBTS will provide its proprietary GOVmotus™ Permitting Software to jurisdictions that elect to use IBTS as their Building Code Department Service provider as described in the Master Agreement, Service Agreement and the attachments thereof. Jurisdiction understands this will be in a shared platform with other jurisdictions.

G1.2 – GOVmotus™ Permitting Software For Lease: Should a jurisdiction elect to use only IBTS' GOVmotus™ Permitting Software, and no other services, INCOG has negotiated specific fees. Jurisdiction and/or user will be required to work directly with IBTS to execute a separate Software Licensing Agreement based upon the below GOVmotus™ Permitting Fee Schedule.

The standard configuration of fees and permit types, as described in the Master Agreement, Service Agreement and Agreement Attachments are included in the "Standard Configuration Fees." Any additional configuration or changes outside the standard configuration for fees and permit types to the GOVmotus™ software is considered customization and will require additional time, labor, and materials subject to additional fees.

Jurisdiction will be required to pay for configuration costs, handling fees as well as a per permit usage fees for hosting, bandwidth and digital storage as shown below.

IBTS will provide GOVmotus™ software that provides, at a minimum, the following features:

A web-based permitting system that allows for:

- Online applications
- Online permit payments
- Online permit tracking
- Automatic notification when
 - The permit application is submitted
 - Payments are received
 - Plan reviews are completed
 - Permits are issued (along with the permit being provided)
 - Inspection results and reports are complete
 - Certificates of Occupancy (CO) are issued
- An applicant portal that can:
 - Upload drawings, specifications and attach to the application
 - Request inspections
 - Print receipts, applications, permits, inspection reports and certificates of occupancy
 - Upload floodplain, storm water and other construction documents
- User role based functionality
- Provides transparent checks and balances
- Provides live, real-time reporting
- Access to all documents attached to the permit

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT G – GOVmotus™ PERMITTING SOFTWARE**

IBTS Technology Services Department will also work closely with each jurisdiction to develop the necessary links from their respective websites to GOVmotus™ so that citizens and contractors alike can easily access the permitting system.

G2.0 – GOVmotus™ Permitting Software Fee Schedule

GOVmotus™ PERMITTING SOFTWARE	IBTS FEE	INCOG Handling Fee*
GOVmotus™ Standard Configuration Fee Per Jurisdiction	\$9,100.00	\$90.00 each
GOVmotus™ Customization Fee	\$150.00/ hour	1.50%
GOVmotus™ Per Permit Usage Fee (0-500 permits)	\$5.00 each	
GOVmotus™ Per Permit Usage Fee (501-2,500 permits)	\$4.00 each	
GOVmotus™ Per Permit Usage Fee (>2,500 permits)	\$2.00 each	

**1.5% of IBTS fees*

NOTE: Each user of the GOVmotus Permitting Software will be required to accept the Terms and Software Agreement for use of the software. The Terms and Software Agreement will be presented to the user upon the initial login to the web-based system and will required the user to accept and agree to the Terms and Software Agreement. The current release of the Terms and Software Agreement can be found in Appendix 3.

RESERVED FOR FUTURE USE

IBTS/INCOG MASTER AGREEMENT
APPENDIX I

II.0 RESERVED FOR FUTURE USE

IBTS/INCOG MASTER AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES

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/INCOG MASTER AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES**

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.

J5.0 – Fees

INSPECTION FEE SCHEDULE				
ITEM	1ST INSPECTION	2ND INSPECTION	INCO G Fees	
Equipment Violation	\$25.00	\$35.00	1.5% of Processing Fee Only See Master Agreement for further details	
1 & 2 Family Structure Exterior	\$75.00	\$100.00		
Unsafe Residential Structure	\$100.00	\$125.00		
Unsafe Commercial Structure	\$250.00	\$275.00		
Unsafe Equipment	\$40.00	\$90.00		
Unlawful Structure	\$500.00	\$650.00		
Structure Closer	\$50.00	\$75.00		
Prohibited Occupancy	\$500.00	\$650.00		
Imminent Danger	\$75.00	\$100.00		
Demolition	\$150.00	\$300.00		
Rental Apartment Inspections / Apt	\$50.00	\$85.00		
Rental 1 & 2 Family Dwelling / Unit	\$80.00	\$125.00		
Multiple Apartment Inspection / Apt	\$50.00	\$85.00		
Commercial Structure Violation	\$100.00	\$150.00		
Nuisance	\$50.00	\$65.00		
Exterior Property	\$25.00	\$50.00		
Motorized Vehicle	\$50.00	\$100.00		
Residential Swimming Pool	\$50.00	\$75.00		
Commercial Swimming Pool	\$100.00	\$150.00		
Porch, Stairs, Decks, Balconies, Handrails, Guards, Windows	\$40.00	\$90.00		
Structure Interior - Residential	\$40.00	\$90.00		
Structure Interior - Commercial	\$75.00	\$125.00		
Rubbish Garbage	\$25.00	\$50.00		
Infestation	\$40.00	\$90.00		
High grass, Weeds	\$35.00	\$50.00		
MISCELLANEOUS FEE SCHEDULE				
ITEM	FEES			
Court Appearances – Testimony	\$90.00 per hour, plus travel costs			
Residential Property Owner Research	\$15.00 each			

IBTS/INCOG MASTER AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES

Commercial Property Owner Research	\$25.00 each	
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IBTS/INCOG SERVICE AGREEMENT
ATTACHMENT K – CEMETERY/GRAVE MAPPING SERVICES AND FEES

IBTS is reserving Attachment K as a place holder to further define the full scope of services needed by jurisdictions. Services and fees will be added at a later date after additional requirements gathering studies are completed with numerous jurisdictions that have requested services.

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT L – WATER SAMPLING SERVICES AND FEES

The service of collecting and sending in water samples for a jurisdiction has been requested. IBTS is currently in the process of determining needs and coordinating with the Oklahoma DEQ on requirements.

Should these services become available in the near future, IBTS will notify each current client.

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT M – DEPARTMENT FEASIBILITY STUDY SERVICES AND FEES

IBTS will work closely with each jurisdiction to establish exactly the scope and scale of each feasibility to be conducted. Due to the vast differences within each jurisdiction and each department, the below services are intended to offer a high level view of the approach. Each Feasibility Study will be custom designed for the exact needs and goals of each jurisdiction.

M1.0 Offsite Surveys, Research & Documentation

IBTS will conduct off-site surveys and assessments with the jurisdiction. Offsite surveys will be developed and conducted as self-assessment surveys and questionnaires delivered in hardcopy or electronic data. Jurisdictions will be responsible for timely completion of the surveys to ensure efficient data collection and response.

Research will be conducted by IBTS and ICMA in the form of analyzing websites, hard copies of public bulletins, conduct blind customer calls to assess customer services and other non-contact type of reviews to collect data and begin structuring the study. This data and key elements obtained thru certain documents will enable efficient and thorough onsite interviews.

From this data, IBTS will conduct preliminary analysis of the data and establish process flow diagrams, organizational charts, swim lane process charting and other visual aids. IBTS will present these visual aids to give the jurisdiction and accurate view of how their customers view their processes and potentially identify areas of improvements and gains to efficiencies.

A component of the surveys will be to establish what software packages are used within the jurisdiction. IBTS will coordinate with the jurisdictions I.T. department and or staff that use the software to identify systems used to determine the availability, options and costs to upgrade and or migrate to other software systems; it will also be used to review the potential to integrate existing systems

M2.0 Onsite Interviews

Onsite interviews will be scheduled as the offsite research is being finalized. IBTS will provide the necessary staff with the experience and governance understanding so that all of the onsite interviews will be conducted in a single week. The jurisdiction agrees to ensure that all necessary staff are available to work with each IBTS interviewer so that complete, thorough and efficient site interviews are accomplished. A listing of tasks to be accomplished is shown in M5.0 Project Tasks.

IBTS will visit and work in detail with each department, on a one-on-one basis. IBTS interviewers will work with entry level staff first, and then work through the process to supervisors, managers and department heads. This will give a clear view of the customer's experience as they typically engage entry level staff first.

M3.0 Analysis and Recommendations

IBTS will analyze all the data and develop a full report of the feasibility study conducted. IBTS analysis will take into consideration staff levels, budgets, available resources, geographical issues, political concerns, workload levels, hardware and software systems and other critical process components such as facilities layout and physical process flow. At a minimum IBTS will analyze the following:

- | | |
|---|-------------------------------------|
| Process flow and controls | Customer service levels |
| Department management | Sustainability |
| Regulations and ordinances | Staff levels and resources |
| Budgets, revenue and other direct costs | Department interactions & approvals |

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT M – DEPARTMENT FEASIBILITY STUDY SERVICES AND FEES

Once the analysis have been completed, IBTS will then prepare, publish and present a full Feasibility Study Report with recommendations on areas that citizen experience can be improved as well as providing the jurisdiction with a detailed approach to best practices for efficiencies tailored specific to each department. The recommendations will clearly identify areas of gain and will include, but not be limited to:

Cost savings	Risk reduction
Service levels	Environmental impacts
Customer satisfaction	Compliance
Staffing options	Quality Assurance

M4.0 Report and Presentation

IBTS will report and oral present the Feasibility Study Report. The report will be broken down into 2, individual reports. The first is the Recommendations Report and will contain all the recommendations for the scope and goals outlined, while the second report, the Data Report, will contain all the data collected during the entire study.

IBTS will prepare full color, easy to read reports. The report recommendations will be fully supported and referenced for use and discussions by the jurisdiction and each department. At the presentation of the reports IBTS will provide 1 hardcopy of the Recommendations Report to each department head, City Manager and Mayor. Only 1 hardcopy of the Data Report will be provided at the presentation due to the report is typically very large. However, IBTS will provide 5 jump drives with all reports, data, posters, presentations and other documents used during the feasibility study, as well as during the presentation.

The Recommendations Report will include an Executive Summary of all the departments and will contain the recommendations on the state scope of services. This report will provide details on the recommended methods and approaches to implement the gains and efficiencies studied. IBTS will use this report as the basis to conduct the oral and visual PowerPoint presentation with the jurisdiction.

The Recommendations Report will also include recommendations on a department by department case for any ancillary services that may be requested in the study. IBTS will demonstrate the best practices for the study even though only 2 or 3 departments may need improvements

The Data Report will be largest of all the reports and will contain all the data collected, analysis, maps, diagrams, flow charts, pictures, forms and other hardcopy evidence that supports the Recommendations Report. This report will be arranged by department for easy reference, and each department's data will be further organized in the same manner.

M5.0 Project Tasks

IBTS will complete the below tasks, as needed by each jurisdiction, throughout all stages of the study. Additional tasks can be included to the study as agreed upon by IBTS and the jurisdiction. The tasks are listed by their technical/administrative description, even though many will be studied individually, as sub-tasks and even component sets, all tasks will be studied, analyzed and report on.

- Department Management
- Administration & Documentation
- Permitting & Permits
- Technology, Hardware and Software

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT M – DEPARTMENT FEASIBILITY STUDY SERVICES AND FEES

M6.0 DEPARTMENT FEASIBILITY STUDY FEES

Consultant Fees, per man, per hour.....\$75.00*
project maximum fees will be provided after initial consultation

*Total project fees will be provided after an initial consultation and survey with the jurisdiction. A complete Technical Proposal will the maximum project fees, timelines and scope of services will be developed for jurisdictional approval before services begin.

*All services will utilize the above negotiated, professional services fee rate to develop the maximum project costs.

**IBTS/INCOG MASTER AGREEMENT
ATTACHMENT N – FAST TRACK PLAN REVIEW SERVICES AND FEES**

N.1 FAST TRACK PLAN REVIEWS

IBTS will provide Fast Track plan reviews for building codes, accessibility codes and fire codes as an augmentation of existing department's services. Jurisdiction agrees that IBTS will be its exclusive Fast Track plan review provider.

Applicants may submit to IBTS plans that need to be reviewed. IBTS will expedite the reviews and work directly with the designer to ensure that it complies with the jurisdiction's adopted construction codes. Once the reviews are compliant, IBTS will provide the jurisdiction with a Fast Track Plan Review letter. This letter can be submitted directly to the jurisdiction by IBTS and with a copy provided to the designer and or the applicant.

IBTS will work with the jurisdiction to develop a "Jurisdiction Code Compliant" stamp so that drawings maybe sealed by IBTS to indicate the reviews are complete.

Jurisdiction and IBTS will work closely together to identify the types of structures that are eligible for the Fast Track program. The exact requirements, limitations and scope of the Fast Track program will be developed and document through coordination between IBTS and the jurisdiction.

IBTS recommends that following structures be listed as approved for Fast Track submittals. The jurisdiction must approve the applicable list of approved Fast Track structures before the program begins and may include:

Tenant build-outs of spaces less than 5,000 sq.ft with no load bearing walls.
1 and 2 family dwellings less than 3,500 sq.ft.
Commercial structures less than 5,000 sq.ft.
All mini-storage structures

IBTS suggest the following steps and approvals for the Fast Track program. However, each jurisdiction's needs are different and the below can be adjusted to specific needs.

N.2 SUGGESTED FAST TRACK PLAN REVIEW PROCESS

Step 1

The designer/developer hires IBTS to conduct the Fast Track reviews.

Step 2

All construction documents are reviewed by IBTS. IBTS agrees, in order to expedite the review process and save even more time, to be involved early in the design of the project and allow the designer/developer to submit plans throughout the design phase rather than once the design is complete.

Step 3

All drawings, specifications and other construction documents will be thoroughly reviewed by IBTS. IBTS will work closely with the designer/developer and provide comments relative to code compliance and provide continual monitoring during the design process to ensure that the corrections are included throughout the design. Once all documents meet the jurisdictions construction code requirements, IBTS will issue a plan review letter and stamp the drawings for submission to the jurisdiction in consideration

IBTS/INCOG MASTER AGREEMENT
ATTACHMENT N – FAST TRACK PLAN REVIEW SERVICES AND FEES

of permit issuance and approval. IBTS will also provide a copy of the plan review letter directly to the jurisdiction.

Step 4

The developer is then responsible for timely submission of the construction documents to the jurisdiction for review and permit approval/issuance. Jurisdiction agrees to give plans that have been approved by IBTS under the Fast Track program the highest priority in clearing them through the jurisdiction's internal process so that the permit is issued in the quickest manner possible. IBTS understands that the jurisdiction retains all rights to review any Fast Track submittals and require additional changes as deemed necessary.

Step 5

Once all requirements of the jurisdiction, has been satisfied by the developer/designer and the jurisdiction is satisfied with the submittals, permits shall be issued without delay.

Revisions after permit issuance

Any revisions to the structural designs maybe reviewed by IBTS or the jurisdiction. It is recommended that IBTS continue to provide the reviews since IBTS staff will be familiar with the project and could possibly provide the fastest turnaround times for the reviews. All revisions must be approved by the jurisdiction after IBTS has completed and additional reviews.

IBTS/INCOG MASTER AGREEMENT
APPENDIX 1 – INITIAL SERVICE AREAS

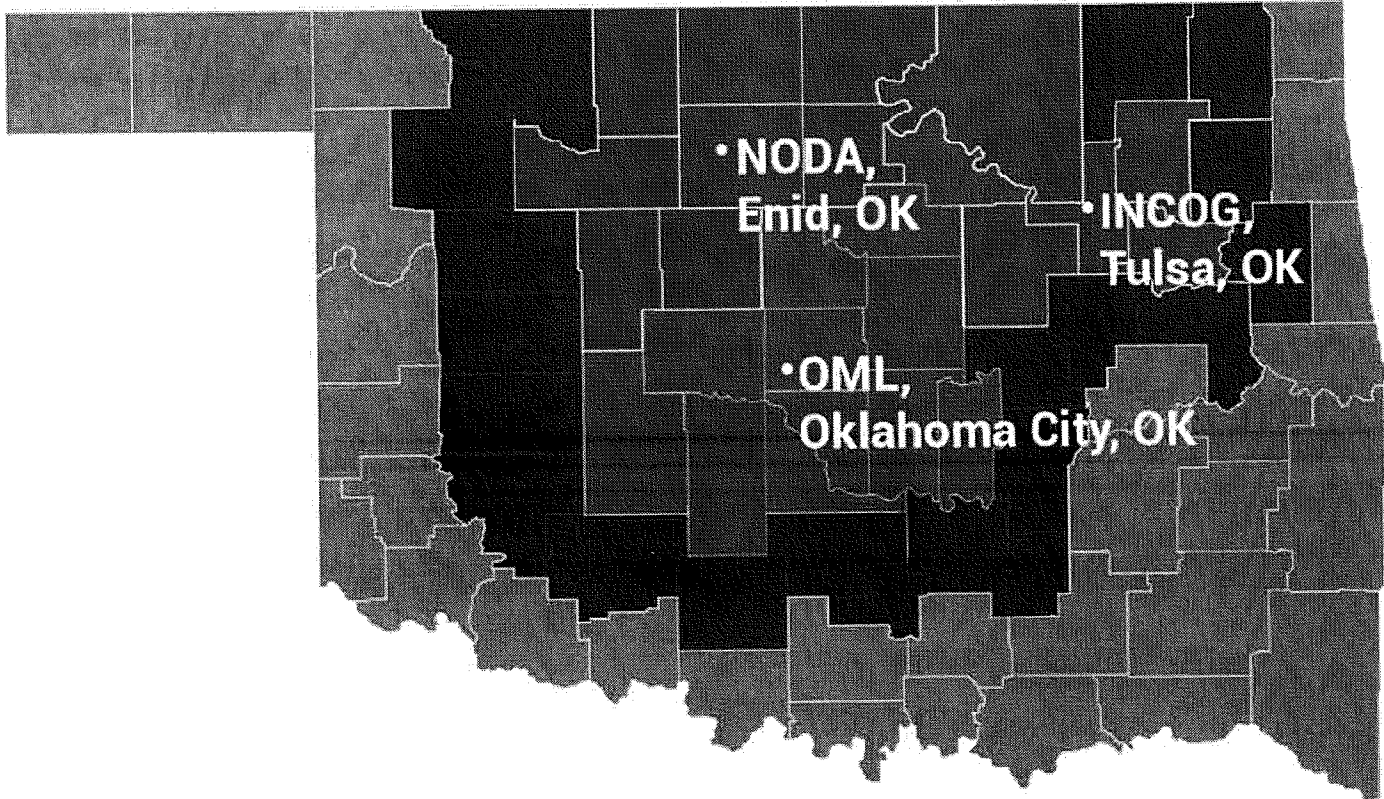
Regions have been defined by IBTS in which services are being offered. These regions are centered around key cities that are counties, counties and Tribal governments that expressed an interest in regional shared services. These regions, shown below are:

Region 1, centered around Oklahoma City, OK (towns & cities in red, green & blue region) and cities located in the gray areas, please see Appendix 2.

Region 2, Oklahoma Council of Governments, centered around Tulsa, OK (towns, cities, counties & Tribal governments in green region)

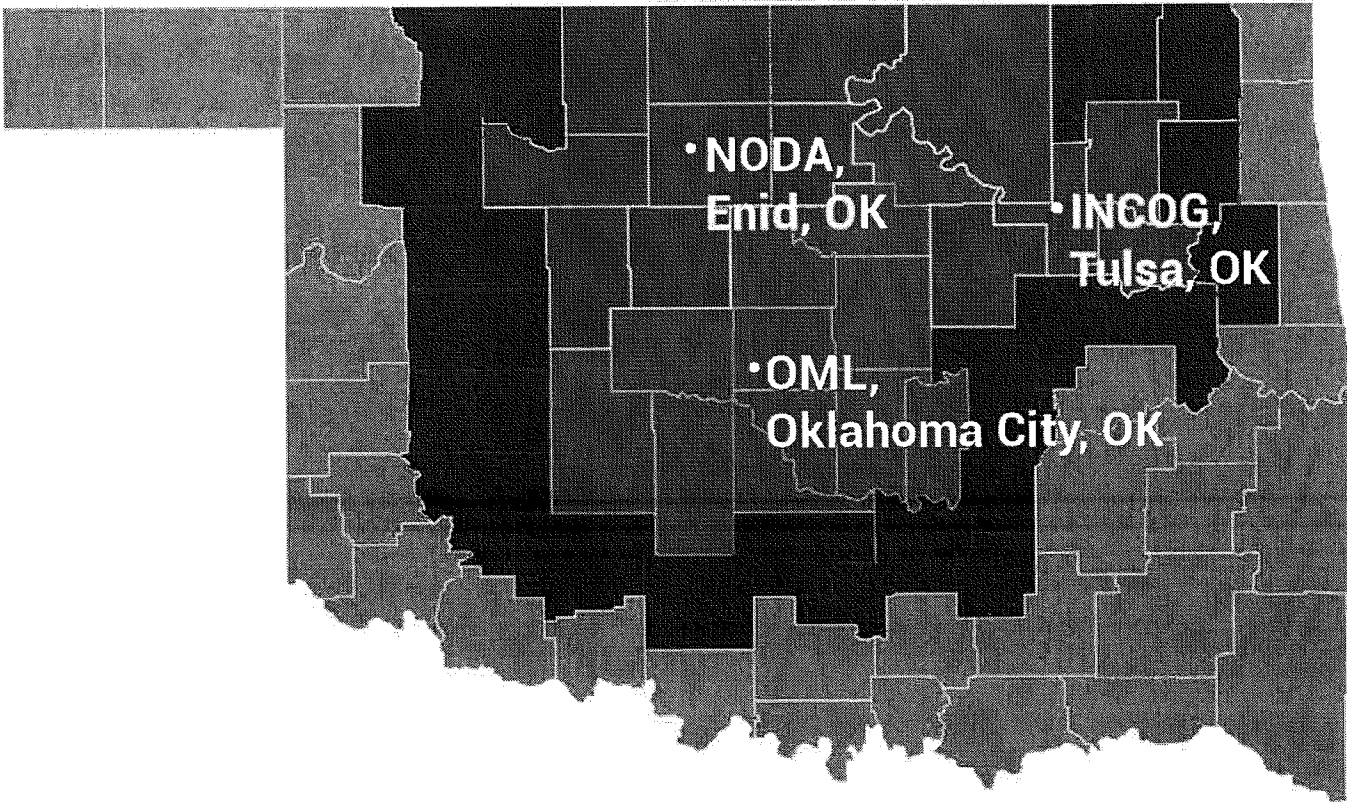
Region 3, Oklahoma Development Authority, centered around Enid, OK (towns, cities, counties & Tribal governments in red region)

Regions in one of the above regions can be found in Attachments A thru N.



IBTS/INCOG MASTER AGREEMENT
APPENDIX 2 – FUEL SURCHARGE AREAS

to towns, cities, counties and Tribal governments shown in the light gray and dark gray areas shown in the below map.
the dark gray areas, IBTS will charge a \$100.00 per permit fuel surcharge to deliver services to jurisdictions located in
ie light gray areas, IBTS will meet with the requesting jurisdiction and discuss the exact services, fees and fuel surcharges
ect.



IBTS/INCOG MASTER AGREEMENT
APPENDIX 3 – GOVMOTUS™ Terms and Software Agreement



Welcome to GOVMOTUS™

THIS LEGAL AGREEMENT BETWEEN YOU AND THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS) AND GOVERNS YOUR USE OF THE GOVMOTUS™ PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

IBTS is the provider of the Service, which permits you to utilize certain internet services, including all modules and portals, and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you commence using GOVMOTUS™ services, your data/information will be automatically sent to and stored by IBTS.

REQUIREMENTS FOR USE OF THE SERVICE

The Service is available to selected jurisdiction staff and all city individuals based on roles. Use of the Service requires compatible computers, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. IBTS reserves the right to limit the number of Accounts that may be associated with any field-grade inspection device. Internet access is necessary for use. The latest version of the required software/browser is recommended to access the Service and may be required for certain transactions or features. Meeting these requirements, which may change from time to time, is your responsibility.

How do I accept this agreement?

When you log into the service the first time, otherwise access the service, or by agreeing to these terms where the option is made available at the login screen, you agree to abide by this Agreement without modification by you. If you don't agree, you agree to not use the Services.

Use of Location-based Services

IBTS and licensors may provide certain features or services through the Service that rely upon device-based location information, which use GPS (where available), along with Wi-Fi hotspots and cell tower locations. To provide such features or services, where available, IBTS and licensors must collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to IBTS's and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service (GPS Routing, etc.), you agree and consent to IBTS and licensors transmitting, collecting, using, processing and maintaining information related to your GOVMOTUS™ account ("Account"), and any devices registered thereunder, for purposes of providing such location-based service or feature to you, and use of your location data and location search queries to provide and improve location-based and road traffic-based products and services. Such information may include, but is not limited to, your IBTS ID, device ID and name, device type and real-time geographic location of your device at time of your request. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. IBTS shall use reasonable skill and due care in providing the Service, IBTS does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

Limitations on Use

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You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens IBTS's ability to provide the Service or other systems, IBTS shall be entitled to take all reasonable steps to protect the Service and IBTS's systems, which may include suspension of your access to the Service.

Fees

The Service accepts credit cards, certain payment accounts, and checks for payment. IBTS may obtain preapproval for an amount up to the amount of the transaction. Billing occurs at the contractually agreed upon times.

If you have elected to utilize your jurisdiction's credit card payment gateway for processing payments, you are responsible for all associated fees, penalties, fines and late payment fees associated with your gateway.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES. All fees will be billed to the jurisdiction, or office you designate, at regularly scheduled times. If IBTS is unable to successfully collect payment for fees due, IBTS reserves the right to revoke or restrict access to your stored Content, or terminate your services.

Account Information and Billing Inquiries

You may consult your jurisdiction-specific contract for details on your Account information including payment method and billing cycles. IBTS will send an electronic invoice to your designated billing recipient email address. If you believe you have been billed in error for the Service please notify us immediately at info@ibts.org.

Changes in Per Case Use Costs

Per Case Use Cost changes and institution of new charges implemented during your Service billing year will apply to subsequent billing years and to all new applicable permits after the effective date of the change.

Your Use of the Service / Your Account

As a registered user of the Service, you shall be provided with an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify IBTS of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for jurisdictional use and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, IBTS shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your IBTS ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service, and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that IBTS may store and use the Service Registration Data you provide for use in maintaining and billing fees to your jurisdiction.

Additional Obligations or Terms of Use

Particular modules or features of the Service provided by IBTS and/or its licensors, including but not limited to the ability to use inspection forms on an Apple iPad, require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an IBTS ID, email address, domain name, or similar resource used by you in connection with the Service.

No Resale of Service

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You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose. You also agree that you will not allow access to the Service so that it may be reproduced, copied, duplicated, sold, resold, rented or traded (or any part thereof) for any purpose.

IBTS Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with IBTS's Privacy Policy. You further consent and agree that IBTS may collect, use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by IBTS when you use the Service may also include technical or diagnostic information related to your use that may be used by IBTS to support, improve and enhance IBTS's products and services.

Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, photographs, images, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not IBTS, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. IBTS does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. engage in any activity that exploits, harms or threatens harm to minors;
- c. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another GOV MOTUS® user, an IBTS employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity; and, or
- d. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement.

Access to Your Account and Content

IBTS reserves the right to take steps IBTS believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that IBTS may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as IBTS believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of IBTS, its users, a third party, or the public as required or permitted by law.

Trademark Information

IBTS, the IBTS logo, GOVMOTUS™, the GOVMOTUS™ logo and other IBTS trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of IBTS in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the

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trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices that may be affixed to or contained within the Service.

IBTS's Proprietary Rights

You acknowledge and agree that IBTS and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

Indemnity

You agree to defend, indemnify and hold IBTS, 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 you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by IBTS 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) your violation of any rights of another.

Notices

IBTS may provide you with notices regarding the Service, by email to your account email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

Governing Law

This Agreement and the relationship between you and IBTS shall be governed by the laws of the Commonwealth of Virginia. You and IBTS agree to submit to the jurisdiction of the courts located within the Commonwealth of Virginia, to resolve any dispute or claim arising from this Agreement.

General

This Agreement constitutes the entire agreement between you and IBTS, governs your use of the Service and completely replaces any prior agreements between you and IBTS in relation to the Service. You may also be subject to additional terms and conditions that may apply. If any part of this Agreement is held to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of IBTS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

No Warranties

IBTS makes no warranties, either expressed or implied, with respect to your use of the services. You understand that the use of the services is at your own risk and that we provide the service on an "AS IS" basis "WITH ALL FAULTS". IBTS does not guarantee the accuracy or timeliness of information available from the services. . You may have certain other rights provided for under local law. Nothing in this agreement is intended to affect those rights, if they are applicable under these terms.

You fully understand and acknowledge that computer, internet, and telecommunication systems are not without fault and that it is expected for periods of time that some of these services will not be available. IBTS does not guarantee that the services will be uninterrupted, on time, error-free, or secure from hackers at all times.

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Other Agreements, Terms and Statements

How can I use the Service? IBTS does not sell the Service and you are not allowed to copy the Service. You are not allowed to allow other third party software company's access to the Service. IBTS only licenses the Service. We give you the right to access the Service, via the internet, and upload data. You do not have the right to copy the Service or any features thereof.

Are their things I am prohibited from doing with the Service? Yes. The Service is licensed, therefore, you do not own the Service. You may not copy, rent, lease or lend the Service, usernames or passwords. You may not attempt to circumvent the technical protections offered in the Service, reverse engineer, decompile, or disassemble the Service in any case.

Can I transfer my username and password to another user? You may not transfer your username and or password to a different user. If another user requires access to the Service, please contact IBTS to establish another user role.

Will my Service be upgraded to a newer versions? IBTS will from time to time upgrade, enhance and or release new features and or new versions of the Service. IBTS retains all rights to the outdated Service as well as the new releases. You do not retain any rights to the original Service and it will not be available for your continued use.

What about Service backups? IBTS provides backups of the Service and the data entered into the Service by you. Data can be backed up and made available for download by IBTS by you, the end user, upon written request from you. You are responsible for all costs associated with these backup and download services. IBTS will not backup the Service and make it available for you to download. Only the data within the Service is available for download.

We strive to keep the Services functioning and operational at all times; however, you understand, realize and agree that IBTS can't control the internet and eventually all online services have disruptions and outages from time to time. If an outage or disruption to service occurs, IBTS isn't liable for any data loss you may suffer as a result.

Trial period offers. IBTS may make available to you, from time to time, a trial period of a new product or beta test of an existing product. If you take part in the trial period offer, this agreement is in full force and applicable during the trial period and IBTS assumes no responsibility or liability for you, your data and other systems you use at any time.

Internet access. This Services provided by IBTS does not include Internet access although you are required to have access to the internet to use these services. IBTS is not responsible for payment of any internet access fees that you must pay in order to access the system. You are completely responsible for paying all fees charged by the providers of your internet or Wi-Fi access. The fees you pay to IBTS for services does not include any fees you pay to your internet provider; these are two separate fees for the Services.

If you access the Services through a wireless devices, you are responsible for any wireless data charges that your wireless provider may charge you. This includes airtime and wireless data services. It's your responsibility to monitor your wireless data usage and plan accordingly with your carrier to verify whether there are any such fees that may apply to you. You, not IBTS, are solely responsible for any costs you incur to access the Services through any wireless or other communication service.

Third-party websites. If allowed and agreed to by IBTS, these Services may be able to link or interconnect to third-party websites and other software platforms whether they are located on the internet or a local computer. IBTS is not responsible for third-party websites, services, or material available through those third-party services. You agree to and understand that you are solely responsible for all data and information as well as all dealings with third-parties (including advertisers). You also understand and agree that you may be subject to the third-party's terms, agreements and conditions.

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