

RESOLUTION APPROVING SERVICE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ONLINE SOLUTIONS LLC (CITIZENSERVE), BUILDING DEPARTMENT

WHEREAS, a Service Agreement has been presented for the approval of the Board, to-wit:

Scope: Providing support services, infrastructure, backing up data, security, and performing setup and configuration for the Ashtabula County Building Department.

Provider: Online Solutions LLC (Citizenserve), 1101 E. Warner Road, Suite 160, Tempe, AZ 85284

Term: Retroactive to February 1, 2025 to January 31, 2026

Cost: **Not to exceed \$47,300 first year and \$16,800.00 for each additional year**

WHEREAS, this Board of Commissioners approves the agreement; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-77

February 04, 2025

**RESOLUTION APPROVING SERVICE AGREEMENT BY AND BETWEEN THE
ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ONLINE SOLUTIONS
LLC (CITIZENSERVE), BUILDING DEPARTMENT**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Aye

Absent

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Acting



Order Form - 01/23/2025

Account Name: Ashtabula County, Ohio

Contact Information:

Billing Information:

Cari Ellsworth

Contract Term:

Components to be Implemented

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 02/01/2025
Service Term Ends: 01/31/2026

- Permitting
- Contractor Licensing

Fees:

7 User Subscriptions	\$2,400.00 per named user per year	\$16,800.00
Project Management, Training, and Implementation	\$1,500.00 per user	\$10,500.00
Data Migrations	CityForce	\$10,000.00
Integrations and Services	GIS Integration (One-way)	\$10,000.00

Total 1st Year Fees **\$47,300.00**

Each Additional Year Fees **\$16,800.00**

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

Online Solutions, LLC "Citizenserve":

Customer:

Authorized Signature
Jim Garvey

Authorized Signature

Print or Type Name of Signatory
02/03/2024

Print or Type Name of Signatory

Execution Date

Execution Date

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

Address:

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Ashtabula County, Ohio ("Customer") with its principal place of business at , is made effective as of 02/01/2025 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

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

2. OWNERSHIP:

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

3. DATA MIGRATION:

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

4. SERVICE LEVELS:

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

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

5. ADDITION OF NEW USERS

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

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

6. TERMINATION:

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

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

7. NO THIRD-PARTY RIGHTS

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

8. ACCEPTABLE USE:

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

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

9. CONFIDENTIALITY:

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

10. MISCELLANEOUS PROVISIONS:

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

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

11 ACCEPTANCE:

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

Online Solutions, LLC "Citizenserve"

Customer: "Customer"

Date: 02/03/2024

Date: 2-4-25

Signature: 

Signature: 

Name: Jim Garvey

Print Name: J.P. Duro IV

Title: Manager

Title: President

CITIZENSERVE STATEMENT OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix A - Citizenserve existing payment processors

PAYMENT PROCESSOR	OPTIONS AVAILABLE				
	Credit Cards	Checks	Payments on Permits & Licenses	Payments on Activities	Single payment for multiple items (permits, licenses, activities, etc.)
ACI Universal	Yes	Yes	Yes	Yes	Yes*
Authorize.net 2.0	Yes	Yes	Yes	Yes	Yes*
BIQ SHO	Yes	No	Yes	No	No
Bluefin PayConex	Yes	Yes	Yes	No	No
City Hall Payment	Yes	Yes	Yes	No	No
CiviTek Paynow V2	Yes	Yes	Yes	Yes	No
Convergys	Yes	Yes	Yes	No	Only for Permits/Licenses
CyberSource 4.0	Yes	Yes	Yes	Yes	Yes
EGov Payment	Yes	Yes	Yes	No	No
ETS	Yes	No	Yes	Yes	No
Forte	Yes	Yes	Yes	Yes	Yes*
GovPayNet	Yes	No	Yes	No	No
Government Windows	Yes	Yes	Yes	No	No
Heartland Bolletta Pay	Yes	Yes	Yes	No	No
InvoiceCloud	Yes	Yes	Yes	No	No
JetPay Magic	Yes	Yes	Yes	No	No
Kubra EZ-Pay	Yes	Yes	Yes	No	No
MuniciPay	Yes	Yes	Yes	No	No
NIC Inc	Yes	Yes	Yes	No	No
OpenEdge Host Pay	Yes	Yes	Yes	No	No
Paybill	Yes	No	Yes	No	No
Payeezy	Yes	Yes	Yes	No	No
PayExpress Pay	Yes	Yes	Yes	No	No
Pay Connect	Yes	Yes	Yes	No	No
Paymentus Payment	Yes	Yes	Yes	No	No
Paypal	Yes	Yes	Yes	No	No
PayFlow Pro	Yes	Yes	Yes	Yes	No
Point and Pay	Yes	Yes	Yes	No	No
PlugnPay	Yes	No	Yes	No	Only for Permits/Licenses
Payment Services Network PSN	Yes	Yes	Yes	No	No
Unibank RTI	Yes	Yes	Yes	No	No
Value Payment Systems (VPS)	Yes	Yes	Yes	No	No
Xpress Bill Pay 3.0	Yes	Yes	Yes	Yes	No

*Currently this integration allows a single payment for multiple permits and licenses only, activities are not included. We can add this to the integration at no cost, however, additional time may be required to include the multiple payments on activities option.

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

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001.001.100-601 Contract Services Building

In the amount of \$47,300.00 for year 2025 and free from any previous encumbrances.

Agreement Title: agreement for permitting software to be used in the Building Dept.

2/3/2025



Scott Yamamoto, Ashtabula County Auditor

Contact: Cari Ellsworth, Office Mgr.

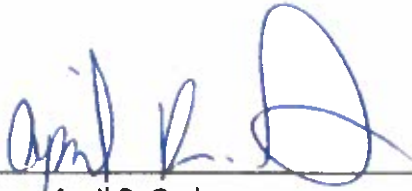
Date: January 31, 2025

Signature Page

AGREEMENT TITLE: Service Agreement between Ashtabula County Building Department and Citizenserve

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

1/30/25

Reviewed by Earl F. Stoll, Assistant Prosecutor