

Introduced by: Acting City Manager April Walton

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN
ADDENDUM AGREEMENT WITH SAFEUILT**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY,
MISSOURI, AS FOLLOWS:**

- Section 1.** The City Council hereby authorizes the City Manager to enter into and execute an agreement with SAFEuilt, LLC for Professional Services.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this _____ day of _____ 2025
2nd Reading this _____ day of _____ 2025
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2025

Rita Crawford-Graham, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Phillip C. Boyd, City Attorney

Final Roll Call:

Councilwoman Holmes	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BERKELEY, MISSOURI AND SAFEbuilt, LLC**

This Addendum ("Addendum") is made to the Professional Services Agreement ("Agreement") between the City of Berkeley, Missouri ("Municipality") and SAFEbuilt, LLC ("Consultant"), and shall be effective upon execution by both parties.

WHEREAS, the parties wish to modify certain terms of the Agreement;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Fee Structure Amendment

Revised revenue split of sixty percent (60%) to Municipality and forty percent (40%) to Consultant for all fees collected.

2. Facility Use Fee

Consultant shall pay Municipality a monthly facility use fee of \$1,000.00 for the use of office space and equipment at City Hall. This fee shall be due by the 1st of each month and includes utilities, basic office furniture, standard office equipment, and customary amenities.

Either party may terminate the facility use arrangement upon sixty (60) days written notice to the other party. Such termination of the facility use arrangement does not automatically terminate the underlying Professional Services Agreement.

Upon termination of facility use, Consultant shall remove all Consultant-owned property from the premises and return all Municipality-owned equipment in the same condition as provided, normal wear and tear excepted. Consultant shall also pay any outstanding facility use fees prorated to the date of vacancy and return all keys, access cards, and security credentials. Municipality shall refund any prepaid facility use fees prorated to the date of vacancy."

3. Consultant Personnel Requirements

All Consultant personnel assigned to Municipality shall maintain current required certifications for their respective roles and provide copies of all relevant certifications to Municipality. Personnel shall conduct themselves professionally in all interactions with Municipal staff and officials. In the event of unprofessional conduct, Municipality may request immediate replacement of the personnel in question, and Consultant shall promptly comply with such request.

4. Remote Services

Consultant shall provide remote technician services during standard business hours, Monday through Friday, from 8:30 AM to 5:00 PM Central Time. Response time for routine requests shall not exceed four business hours, with emergency requests receiving response within two hours during business hours.

Remote services shall include plan review services, virtual inspection capabilities where appropriate, online permit processing support, technical support for permit software and systems,

remote consultation for code compliance questions, and virtual attendance at staff meetings when requested.

Consultant shall provide all necessary technology and software for remote services and maintain secure connection protocols for all remote access. All remote services shall comply with Municipality's IT security requirements and meet the same quality standards as in-person services.

All remote services shall be documented in Municipality's permit tracking system. Monthly reports of remote service activities shall be provided to Municipality, and remote inspection records shall include appropriate documentation of all work performed.

5. Documentation Requirements

Consultant shall provide Municipality with current copies of all certifications, licenses, and qualifications for personnel providing commercial inspection and plan review services. Such documentation shall be maintained current throughout the term of the Agreement and shall be updated as personnel changes occur, or certifications are renewed.

6. Execution Requirement

The Agreement must be properly executed by all parties, including signature by Joe DeRose as Consultant's authorized representative, to be valid and binding. Any prior unsigned versions of the Agreement shall be superseded by the fully executed version.

7. Reimbursement for Permit Clerk Services

Consultant shall reimburse Municipality the sum of \$45,000.00 for the base salary of the permit clerk position, a service that was included in the original contract but not provided by Consultant. This reimbursement shall be paid to Municipality within 30 days of the execution of this Addendum.

8. Effect on Original Agreement

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the original Agreement, the terms of this Addendum shall control.

9. Safebuilt shall respond in a timely matter to all permitting requests commercial or residential.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date last written below.

CITY OF BERKELEY, MISSOURI

SAFEbuilt, LLC

By: _____
April Walton
City Manager

By: _____
Matthew K. Causley,
Chief Operating Officer

Date: _____

Date: _____