

RESOLUTION 23-29

**A RESOLUTION TO AUTHORIZE FIRE DEPARTMENT TO IMPLEMENT
MANDATORY INSPECTION REPORTING**

WHEREAS, the City of Spring Hill operates a career Fire Department which includes the Fire Marshal's Office that is responsible for conducting Plan & Tech Reviews, Fire and Life Safety Inspections, New Construction Inspections, and Fire Investigations throughout the City; and,

WHEREAS, the City of Spring Hill has adopted the 2018 versions of the International Building Code and the 2018 International Fire Code; and

WHEREAS, both publications adopted require that professional contractors maintain and service fire suppression systems annually; and

WHEREAS, it would be of great benefit to the City, Fire Marshal's Office, and Contractors to share real-time information thus creating increased transparency regarding Fire and Life Safety Inspection, Testing, and Maintenance to include: Automatic Fire Sprinkler Systems, Fire Alarm Systems, Commercial kitchen hood suppression systems, Standpipes, Active smoke Control Systems, Fire Pumps, Spray Booths, Emergency Generators, and Special suppression systems (clean agents),

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that effective March 1st, 2023, contractors who perform inspections, testing and/or maintenance services on fire & life safety systems within the City of Spring Hill are required to electronically submit all compliant and non-compliant reports to the department via the third-party vendor IROL, LLC at inspectionreportsonline.net.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 21st day of February, 2023.

ATTEST:



April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-29*

SUBMITTED BY: **Graig Temple, Fire Chief**

DATE: **February 6, 2023**

RE: **Requiring Mandatory Fire and Life Safety Inspection Reporting**

PURPOSE:

The purpose of this resolution is to require that fire and life safety contractors who perform inspection, testing and/or maintenance on fire and life safety equipment, to submit all compliant and non-compliant reports to the department electronically.

BACKGROUND:

Currently the city has no purview of the status of the various fire and life safety systems in the city. Unless a problem occurs that requires fire department or fire investigator emergency response, most commercial systems are not being inspected by Fire Marshal staff. This electronic submission system will in effect provide a real-time view of all fire and life safety systems, their status, the annual inspection dates, and any deficiencies noted. This will allow the Fire Marshal's Office to focus on deficient systems rather than re-inspecting normal functioning and well-maintained systems.

If adopted, the city will be joining the cities of Nashville, Brentwood, Murfreesboro, Nolensville, LaVergne and Rutherford County who have already adopted this online reporting system in their communities.

FINANCIAL IMPACT:

There is no cost to the city for the ability to access and review the reporting tool.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-29 and authorize Mayor to sign agreement which will provide a real-time view of all Fire and Life Safety Systems inspected, out of service, or under maintenance throughout the City of Spring Hill. This system will streamline the current inspection program, provide unparalleled efficiency, and improve communications between contractors and the Fire Marshal's Office.



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

On behalf of the Brighton Area Fire Authority I would like to offer this letter of recommendation for Inspection Reports on Line (IROL). As a fire organization we have found the systems reporting a valuable tool in our inspection process. The system is easy to use and provides timely reports to our staff.

One aspect that BAFA looks for in programs like IROL is the standing support. IROL has been one of the most responsive companies we have worked with in any aspect of our organization. From early on-boarding and training, support to the contractors and a passion for continuous improvement, IROL stands above. They serve not only our organization, but work with contractors as they seek to integrate with the system.

Finally, IROL is more than selling their product and services. They are strong advocates of community risk reduction. From partnering with International organizations, to Vision 20/20 they are working alongside the fire service to work on reducing the impact of fire in our communities. Please take this letter as our recommendation for IROL and we encourage other communities to strongly consider IROL.

If there are any questions please feel free to touch base with me at 810-299-0024 or via email at mobrian@brightonareafire.com.

Cordially

A handwritten signature in black ink, appearing to read "MOB", with a long horizontal stroke extending to the right.

Michael O'Brian, Fire Chief
Brighton Area Fire Authority

Brian Goss
FIRE CHIEF

Brian Collins
DEPUTY FIRE CHIEF

Robin Forte
ADMINISTRATIVE ASSISTANT



BRENTWOOD
FIRE & RESCUE

Jeff Pender
FIRE MARSHAL

Nicholas Adams
TRAINING & SAFETY

A.B. Foster
SUPPORT SERVICES

To Whom it May Concern:

I would like to encourage you in your decision for third party reporting of inspection, testing, and maintenance (ITM) reports. We recently switched from another provider to Inspection Reports Online (IROL). That switch has made a tremendous, positive difference in the workload within my department. I would like to take a moment to highlight a few of the changes.

First of all, the platform on which IROL operates is easy to navigate. Therefore, the service providers have been much more compliant with the uploading of inspection reports. Additionally, I have been advised by the service providers that are much more satisfied with the customer service they receive from IROL. We, as a department, have also noticed the unparalleled customer service. Every call for assistance is met with kindness and understanding and a willingness to solve the issue at hand.

Secondly, IROL has eliminated the unnecessary returned letters that was so prominent with the reporting company we left. This has reduced the amount time I would spend on the phone and sending emails to obtain property contact information. IROL, along with the service providers, has helped me to ensure contacts for the occupants is correct.

Thirdly, occupant compliance with regard to correcting deficiencies has also increased. IROL will send an email to the occupant should an annual report be submitted with deficiencies. This has helped the occupants to stay on top of the issues and get them repaired. Additionally, there has been much better compliance with the service providers letting us know when the deficiencies have been corrected. I believe that is attributed to the fact they are not charged for an additional upload for a corrected inspection report.

In summary, our department's experience with the switch to IROL has been fantastic. The IROL staff is courteous and willing to work with us. As stated earlier, the service providers also appreciate the customer service offered by IROL. I have also been told that the service providers did not enjoy working with the vendor we switched from due to the difficulty in having problems resolved. If you are considering a third-party vendor for ITM reporting, I highly recommend Inspection Reports Online. They will make the Fire Marshal's job easier and give them more time for the many other duties requiring their attention.

Jeff Pender, Fire Marshal

FOUNDING HOST ORGANIZATION

Institution of Fire Engineers, US Branch

EXECUTIVE COMMITTEE

IFE Liaison
Jim Broman

Project Manager
Stephen Hrustich

Communications Manager
Ed Comeau

Strategic Partnership Manager
Meri-K Appy

LIAISON
Rick Patrick – USFA

STEERING COMMITTEE

Organizations

American Red Cross – Kevin Kelley
Center for Public Safety Excellence – Karl Ristow
Congressional Fire Services Institute – Bill Webb
Institution of Fire Engineers – USA Branch
John Rukavina
Nate Trauternicht
International Association of Professional Black Fire Fighters – Addington Stewart
International Association of Fire Chiefs
Stephen Hrustich
International Association of Fire Fighters
Jim Brinkley
International Association of Wildland Fire
Kathy Clay
International Code Council – Karl Fippinger
International Fire Marshals Association
Steven Sawyer
International Fire Service Training Association
Nancy Trench
International Public Safety Data Institute – Lori Moore-Merrell
ISO – Thomas Weber
Johns Hopkins Center for Injury Research and Policy – Dr. Andrea Gielen
National Association of Hispanic Firefighters
Paul Maldonado
National Association of State Fire Marshals
Gary Farley
National Fallen Firefighters Foundation
Keith Brower
National Fire Protection Association – Lorraine Carli
NFPA Education Section – Tammy Peavy
National Institute of Standards and Technology – Anthony Hamins
National Volunteer Fire Council – Sarah Lee
Society of Fire Protection Engineers
Victoria Valentine
Underwriters Laboratories
Bruce Johnson
Women in Fire – Laura Baker

Individuals

Ozzie Mirkhah – Consultant
Wayne Powell – National Fire Heritage Center
Phil Schaenman – TriData, LLC



To whom it may concern,

I would like to take this opportunity to provide a reference letter in support of Inspection Reports Online (IROL) as a web-based solution for Third Party Inspection, Testing and Maintenance Reporting. I retired from Gwinnett County and since have assumed the Project Manager role for Vision 20/20, but was intimately involved in the RFP, planning and implementation process for IROL in Gwinnett. GCFES has been using IROL for close to 5 years to receive ITM reports from our service contractors. After a rather exhaustive RFP process, IROL was awarded the contract for all ITM reporting in our jurisdiction that covers 437 square miles and encompasses 16 cities. Our RFP was sent out to four companies providing web-based ITM reporting platforms and IROL consistently outperformed and outscored the other solutions on multiple fronts.

Through this process we have had the opportunity to interface with IROL's staff to discuss their third party reporting solution as well as discuss other ways that their web based solution can help utilize our resources more effectively. An example is utilization of their self-inspection program to help meet the growing need to meet maintenance inspection requirements as well as their inspection component for tracking company level inspections. The partners and staff at IROL have extensive knowledge of the relationships that exist between all parties in the ITM process and have developed a solution that has distinct benefits each of those involved. They are incredibly adept at building strong solutions for the myriad of new and emerging problems that the fire service faces. IROL truly understands the tenants of Community Risk Reduction and works with the AHJ to tailor their solution to meet their individual needs. More than simply gaining compliance, IROL's solution works to engage all parties to strengthen the relationship between AHJ's, Service Providers and Property Owners to support voluntary compliance to local and national fire codes and standards in your community. When all parties are engaged this connection helps to build a stronger, safer and more resilient community. I am confident that you will find that IROL's platform for 3rd party reporting is unmatched in terms of functionality, ease of use and its powerful features as well as their friendly and knowledgeable staff will work tirelessly to make your implementation a success.

I have many other insights that I can share on the process, implementation and success that we had in Gwinnett with IROL. If you would like to discuss those or have any questions regarding this letter of recommendation please feel free to contact me at your convenience.

Sincerely,

Stephen Hrustich

Stephen Hrustich
Project Manager Vision 20/20
shrustich@strategicfire.org
Cell (607) 205-0979
www.strategicfire.org



Fort Wayne Fire Department Code Enforcement



Greetings,

In late 2019 we began to look into the different options available to manage fire protection system inspection reporting. Our inspectors were spending too much time trying to locate annual inspection reports and then make sure those situations were getting resolved. We looked at several different options and quickly narrowed it down to two options. After going through online demos, working the systems in demo sites and dealing with customer service it became clear that InspectionReportsOnline.net (IROL) was a step ahead of everyone else.

The customer service was, and continues to be, outstanding. They make themselves available and have dealt with any issues that have come up right away. When you call IROL with a question a person answers the phone and is able to help. There is no phone tree to deal with, no need to leave a message and hope for a call back. They are also responsive to new ideas with the system. We have had several ideas about features that could be added to make the system work better for us and they have added them to the system. One example is text message notification of a critical deficiency submission. If a critical deficiency is submitted, IROL immediately notifies us by text message and email. We are not always looking at email or IROL so text message notification allows us to respond to that critical deficiency immediately. And, text messages can go to multiple people and you have control over who receives those text messages.

One of the main features of IROL that sets them apart, besides excellent customer service, is the IROL Compliance Reviewer. It's basically like adding another inspector to the division. IROL's expert reviewer will look at every report submitted and send an email notification to the business contact that the fire department is aware that there are deficiencies in their fire protection system and they need to be addressed. **We really do not have to look at any submitted reports until they have been in the system for 30 days.** At that point we take over from IROL review and handle any issues with one of our inspectors.

85% the deficiencies are taken care of before the 30 day mark without us ever having to make contact with that business. Of course, a report can be viewed and we can take over that situation from IROL review at any time. IROL review saves us time and frees up our inspectors to complete more inspections and deal with more pressing items.

We are pleased with the decision we made to partner with IROL. Our partnership with IROL has enhanced our efforts to ensure buildings in Fort Wayne are as safe as possible.

Captain Brian Armstrong
Fort Wayne Fire Department Code Enforcement
Brian.Armstrong@cityoffortwayne.org
260-427-1486



ADDISON FIRE PROTECTION DISTRICT NO.1

**Office of Fire Prevention
10 S. Addison Road
Addison, IL 60101
630/628-3100
Michael Toika, Fire Marshal**

TO WHOM IT MAY CONCERN:

Addison Fire Protection District in Addison Illinois has been using InspectionReportsOnline.net (IROL) since January of 2012. Currently we use IROL for 3rd party reporting of annual systems inspections and the reviews of incoming reports to assist with overall management and communication.

We chose IROL after researching several on-line reporting companies. IROL was very forth coming in responding to our questions, helping us to better understand their products, and how we could use the system to the best of our department's needs. Other companies seemed to be delayed in responding to our inquiries which made me feel that their customer service wasn't a priority. IROL did not give me that feeling, but just the opposite, that customer service was of utmost importance.

Over the years IROL has grown from just third-party reporting and has been one of the most adaptable companies assisting in the needs of the communities they work with. With all their growth they have not lost sight of the importance of excellent customer service, and their professionalism is unwavering.

IROL's ITM program is extremely user friendly, provides unmatched data and details, and understands the importance of the roles all of us play in regards to fire prevention. Unlike other companies, IROL's review process is more in line of how we prefer to communicate with external entities such as Business Owners. We have found it more beneficial to first review incoming reports to truly determine our department's response and whether or not we need to contact the owner via phone call, email, or letter. IROL's review process has allowed us to be more effective and efficient in the overall management of the entire program. In addition, the one-on-one relationship we have with our reviewer is exceptional.

Additionally, IROL has developed community partnerships, relationships, and has been visible in teaching the importance and benefits of on-line reporting. I recommend InspectionReportsOnline.net to other Fire Prevention AHJ's with great confidence in their company, service, and employees.

Sincerely,

Michael E. Toika

630-628-3100 (office)
mtoika@addisonfire.org

InspectionReportsOnline.net (IROL) is a Software as a Service (SaaS) that provides Web-Based Prevention and Community Risk Reduction services and solutions to the entities involved in Fire and Life Safety: Authorities Having Jurisdiction (AHJ), Service Providers/Contractors (SP), and Property Owners (PO).

Our most well-known solution, Third-Party Reporting, provides a centralized platform that assists the AHJ in the **code enforcement and compliance** of Fire and Life Safety System's inspection, testing, and maintenance (ITM) records. IROL is simply the chosen platform providing the technology necessary for effective and efficient records receiving, management and tracking of systems within a jurisdiction and their readiness.

IROL is used in jurisdictions across the country such as:

- City of Fort Wayne, IN
- City of Nashville, TN
- City of Detroit, MI
- City of Aurora, IL
- City of Louisville, KY
- State of Virginia, State Fire Marshal's Office (all state-owned facilities)
- Portsmouth, VA
- Richmond, VA

Consistent with the fire code, these AHJs require submissions of all ITM records through the IROL platform to help deliver the information necessary for the remediation and/or response if and/or when there's a potential high-risk situation due to lack of system readiness. IROL's platform has helped jurisdictions across the country increase their overall compliance while also decreasing time and cost savings associated with non-compliant occupants, fees and fines, and overall daily operations.

Benefits of implementing Third-Party Reporting impact not only the fire department but submitting contractors, and the business community. **These include but are not limited to:**

- Enforcement of the fire code
- Increase in the frequency of system repairs and remediation
- Reduction in false alarms
- Reduction in system failures
- Increase in overall system compliance and readiness
- ISO and Accreditation Ratings
- Increase in building, firefighter, and overall building safety

On average, IROL's platform delivers the following:

- 40-60% increase in overall compliance within the first year
- 25-35% annual increase in **revenue** for submitting Service Providers/Contractors
- \$1-2,500 per month cost savings for the fire department

The reliance on Fire and Life Safety Systems:

- Systems are the first line of defense if/when a fire occurs
- Frequent ITM is proven to increase system readiness by 96%
- 50% of system failures leading to loss of property and/or life is due to lack of ITM
- The only entity who can help drive system readiness and ITM are those who enforce the code (i.e. AHJ)

Filing fees paid for by the submitting contractors **are not new** in this industry nor is the requirement of ITM reporting; the *how* is different. FAQs/Concerns regarding fees and submissions are as follows:

Q: Will the contractor pass along the fee?

A: Passing along and/or increasing the submission fee is at the discretion of the individual service company. It's the cost of doing business and has been a standard practice in the service industry.

Q: The customer will use/hire someone else if we share the deficiency or system issue with the AHJ.

A: The liability and responsibility lie on the property owner/occupant. The licensed company performing system ITM is obligated by code to share the status of the system. Not doing so places the liability back onto that company. This is considered a high-risk situation and could have been avoided altogether. Implementing a platform such as IROL levels the playing field and provides the same expectation for all companies performing service within a jurisdiction.

Third-Party Reporting is considered one of the Best Practice in Prevention and Community Risk Reduction. Using technology, fire departments can have critical and necessary information delivered with a click of a mouse; helping them stay ahead of the call.

Additional Resources:

NFSA/AFSA/NAFED's position on Third-Party Reporting:

<https://files.constantcontact.com/45736f60101/a6e9555a-5929-476f-af7e-b8f6d817b53c.pdf>

What are Risk Assessments?

A Risk Assessment is a general safety audit performed by an industrial, commercial or public facility owner, operator or designated employee. Its purpose is to self-assess the general safety conditions of the property, note any glaring violations or past due inspections and to raise the property owner's awareness and response concerning the overall conditions of their building.

Risk Assessments not only increase a business owner's education and active involvement in their role in fire and life safety, but provide the AHJ the ability to reduce the potential of high risk situations, including fire.

There's no better way to gather data and information than going directly to the source. Risk Assessments are your connection to the Business Community.

Exterior	Interior	Stairs/Elevators
Access/Egress	Means of Egress	Emergency/Exit Lighting
	Fire Restraint/Construction	Storage
	Sprinkler System(s)	Fire Alarm

NOTE: All items require a selection for this report to be filed. You can easily see which tabs have not been completed.

Exterior

Item# Description Status

A-1 Fire Lanes are marked and clear of obstructions

Address or Fire # Clearly Marked and Visible from Street

How do we implement?

InspectionReportsOnline.net (IROL) provides a web-based platform using state-of-the-art technology which allows businesses the ability to complete a Risk Assessment and submit directly to the AHJ.

IROL assists in the entire implementation process including providing education and training for businesses and the AHJ. The process is just three simple steps:

1. Businesses register with IROL, which captures accurate location and contact information.
2. Using any device, users complete IROL's Assessment.
3. Once completed, the Assessment is submitted directly to the AHJ.

Date:	2014/10/09
Employee Performing Inspection:	Cal Carson
PO ID:	PO11111
Region:	North
Number:	9989 W
Street Name:	Johnson Rd
City:	Brownsville
Phone# 1:	331-454-7800
Zip:	30506



Fire and Life Safety Risk Assessments: Your Direct Connection to the Business Community

Increasing costs and decreasing resources often lead us in search of alternative solutions to assist in our Prevention and Community Risk Reduction (CRR) efforts.

Fire and Life Safety Risk Assessments are your direct connection to the Business Community and offer one of the best, most efficient, and cost effective practices to implement.

DEPT LOGO

Dear Property Owner/Occupant,

In order to assist our business community in reaching compliance with our Fire Code, the **Fire Department** implemented a Web-Based Reporting System that allows Service Providers/Contractors (i.e. Inspection Companies) to submit Fire and Life Safety System Inspection, Testing, and Maintenance (ITM) records on your behalf.

As a property/building owner or responsible party, part of your legal obligation includes taking a proactive role in hiring qualified Inspection Companies to perform frequent system inspections and provide documentation regarding the outcome of such inspections.

Effective DATE, our department partnered with www.InspectionReportsOnline.net (IROL), which provides the platform for Service Providers to submit ITM records to our department; streamlining the process and providing an effective means of tracking systems and their readiness.

In order for your business to remain in compliance, please make sure your hired Service Provider is registered with IROL and submitting on your behalf.

IROL's proven process provides benefits for our entire community:

- Ensures Fire and Life Safety Systems are operational and functioning in case of an emergency
- Increases frequency of repairs through deficiency remediation
- Assists in ensuring licensed service providers are performing quality ITM within your building(s)
- Increases overall compliance
- Overall builds safer environments for our firefighters and the people who live, work, and play in our community

What steps do you need to take?

1. Contact your Service Provider and confirm they're registered with IROL and submitting reports. If they are not registered, please direct them to IROL's website: www.InspectionReportsOnline.net
2. Visit our Department's website to learn more. **(ADD WEBSITE)**
3. Refer to the additional information shared in this letter.

Fire and Life Safety is a shared responsibility between our department and community. We consider ourselves leaders in seeking and implementing services and solutions that will keep both property and people safe.

We thank you for your collaboration in this effort. If you have any questions on this process please contact our department. If your questions are directed towards IROL or you wish to participate in this program, please contact IROL directly.

Sincerely,

What types of Systems are required to be submitted through IROL?

Initial System Commissioning	Annual Sprinkler (commercial only)
Annual Fire Alarm	Annual Fire Pump
Annual and Semi-Annual Hood Suppression	Annual 5-year Internal Pipe
Semi-Annual Kitchen Hood Cleaning	Annual Emergency Generator
Annual Smoke Control System	5-year Standpipe
Annual Standpipe	Annual Clean Agent
Annual Fire Door	Annual Emergency Radio
Annual Private Hydrant	

Who is required to submit the records?

Your hired Service Provider (i.e. the company who performs the inspection/test/maintenance on any of the above Fire and Life Safety Systems).

What is the cost?

There are no costs to you. There is a per-report submission fee paid for by your hired Service Provider.

Will my hired Service Provider pass along the IROL fees to us?

Some companies may build in the cost of IROL into your account. This is at the discretion of the individual Service Provider and is the cost of doing business.

Am I required to register/participate with IROL?

No.

Am I able to participate as an Owner/Occupant?

Yes. IROL provides the ability for Owners to use their platform as an Inspection Management and Risk Mitigation tool. There are no fees to register or use IROL as a Property Owner.

Are there fees for us to register or use IROL as a Property Owner?

No. The ITM program is a cost-free service.

What types of businesses will benefit the most from registering with IROL?

If you own/manage multiple locations and or systems, we suggest registering with IROL.

Businesses such as: schools, universities, healthcare facilities, hotels, apartment complexes, high rises, and property management companies will have the most benefit of participating with this program.

How do I get started?

1. Register as a Property Owner on IROL's Website. Copy and paste the following link:
<https://inspectionreportsonline.net/public/PropertyOwnerRegistration.aspx>
2. Contact IROL for training options and set up assistance. Info@irol-llc.net or 331-454-7800

Want to learn more?

Visit www.InspectionReportsOnline.net and click on "Property Owner/Learn More."



Service Agreement

To: Spring Hill Fire Department
Date: 01/18/2023

Project Overview

This AGREEMENT outlines the scope of work, deliverables, pricing, responsibilities, and terms and conditions of the work. This Agreement is made on 1/18/2023 by and between IROL and the **Spring Hill Fire Department (FD)** collectively referred to herein as “parties.”

The FD will be implementing IROL’s following solution(s): **Third-Party Reporting**

AGREEMENT and IROL’s Terms and Conditions are incorporated herein as **Attachment A** to this AGREEMENT. **Attachment A** will take precedence over this AGREEMENT where there is any conflict.

Project Scope

InspectionReportsOnline.net (IROL) is a Software as a Service (SaaS) providing web-based services and solutions that drive prevention, community risk reduction, and life safety efforts.

Our secure and central web-based platform streamlines the processes in which required data and information can be submitted directly to the Authority Having Jurisdiction (AHJ), i.e., **Spring Hill Fire Department**, from entities such as Service Providers (SP) and/or Property Owners (PO). IROL’s deliverables connect people with information to increase awareness, response, education, and communication to reduce high-risk situations.

Project Scope: Plan Review Activities

Activity	Description
Phase 1:	IROL will provide a detailed Implementation Plan, which includes initial documentation, goals, and timeline of actions to be completed by the FD and/or IROL. The checklist will be monitored and modified by IROL.
Phase 2:	IROL will provide training for all entities involved. Training options are determined by written agreement of AHJ and IROL.
Phase 3:	IROL will go LIVE with all entities on a chosen date as determined by the AHJ.

Project Scope: Deliverables, Responsibilities and Timeline

The work and deliverables will be accomplished by a joint effort and communication of IROL, the FD, and their staff during this AGREEMENT.

FD'S Responsibilities

FD will be responsible for:

- It is understood by the parties that IROL generates most of its revenue for the ITM program from SP submissions. These revenues allow for IROL to provide its ITM services at no cost to the FD. During the term of this AGREEMENT, and any renewal thereof, IROL will not impose a fee on the FD for any reports which are filed for locations within the FD's jurisdiction and will not increase the fee imposed on the SP without written consent from the FD.
- FD will, to the extent it is able via law, ordinance, code, etc., mandate reports submitted within their jurisdiction to be processed through the IROL site. FD will make a good-faith effort to inform SP's that inspection reports must be submitted via IROL for all required system inspections.
- If the FD is implementing IROL's Fire and Life Safety Risk Assessment, then registration by the Property Owner is required and necessary in order to complete and submit the assessment.
- Committing the necessary resources and management involvement to reasonably support IROL's services.
- Providing IROL with reliable, accurate, and complete information when required to initiate the proposed activities.
- Ensuring that information IROL receives and utilizes is accurate and up to date.
- Making timely decisions and seeking required management approvals as needed for the Project to proceed.
- Using the deliverables and ensuring the deliverables meets all parties' requirements.
- Sign-off of IROL inspection review documents at completion of the review.

In addition, IROL shall be entitled to rely on all AHJ's decisions and approvals made before and during the provision of services. Nothing in this AGREEMENT shall require IROL to advise on, evaluate, modify, confirm, or reject such decisions or approvals.

Cost Structure

IROL's Third-Party ITM Reporting and Deficiency Remediation Service is a cost-free service for the FD.

The per-report fee of \$19.99 is paid for by the submitting Service Provider.

Should onsite training be preferred by client, all related travel and lodging expenses are to be agreed upon in advance by AHJ and IROL. All initial web-based training for AHJ and participating SPs are at no cost.

Assumptions and Additional Information

If any assumptions change or are found to be incorrect, the AGREEMENT may be modified by IROL, after discussion with the AHJ, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by Client prior to the commencement of any work.

Termination of the Agreement

The term on the AGREEMENT is three (3) years. At term-end, the AGREEMENT will automatically renew for two (2) years, unless terminated by the FD and with 90 days written notice. The FD may terminate this AGREEMENT, in the event of a breach by IROL, with 60 days written notice, subject to IROL's 30 days to cure the breach. In the event IROL fails to timely cure, IROL shall within 30 days of the termination of this AGREEMENT, provide to the FD a complete and up-to-date download of all available archived reports.

ACCEPTED

DATE

Jill C Cotton
IROL, Inc. President

01/18/2023

AHJ Authorized Agent Signature

AGREEMENT ARTICLES

Article 1: Website Services Rendered

1.1. IROL is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the site). The site's function and purpose is to increase code compliance, facilitate communications, enhance organization, and improve efficiencies related to fire and life safety building inspections, and/or additional prevention and community risk reduction efforts. The site is an online, electronic report management system to be used by Property Owners (PO), Service Providers (SP), and the Authority Having Jurisdiction (AHJ).

1.2 IROL's Third-Party Reporting may include our Review Department, which assists the AHJ in the overall management and deficiency remediation process.

1.3 IROL offers additional services such as Inspector's Reporting and Pre-Plan, which is an individually priced program based on the estimated number of anticipated fire department inspections.

1.4 IROL's Community Risk Reduction Solutions includes Fire and Life Safety Risk Assessments, and other growing solutions based on the needs of a community. These services are all optional and standard fees are paid for by the submitting entity.

Article 2: Data Security and Confidentiality

2.1 IROL warrants and represents to the FD, that the site is and throughout the term of this agreement will be a secure website with an SSL certification issued by Comodo, an independent Internet security certification company. Site hosting is provided through Microsoft's Azure (azure.microsoft.com) on a dedicated IP address.

2.2 IROL, and its shareholders, and employees, have no association, formally or informally, with any SP's.

2.3 Through the security measures in place for the site, the reports that are filed and maintained through the site will be available only to the FD and the SP that filed the report and the owners of the property to which the report relates.

2.4 Except as provided for herein, the reports filed through the website are not accessible by IROL or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting SP, PO or FD. With the FD'S express written consent, IROL will access reports submitted for the purpose of Initial Reviews, and/or the collection of data needed to support requested analytics. Reports submitted to the FD may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility of the FD to determine if the requested documents are subject to disclosure pursuant to said acts.

2.5 Retention of data: All reports submitted through IROL are immediately copied to a backup storage device. Once per day a master file backup is performed. Individual reports, accessed through the PDF viewer by each authorized participant, may be downloaded at the discretion of the user. Periodic, and complete file (all Archived Reports) downloads are available on request. If IROL ceases business activities related to the web site, each user will be notified in writing ninety (90) days prior to the site termination. Complete downloads of all archived files will be available at no charge.

2.6 IROL understands the confidential nature of information provided in the completion of any report, and agrees that the report originator, the PO and the FD, mutually hold ownership of reports.

Article 3: Hardware, Software Requirements & Firewall/Permission Authorities

3.1 The site is web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install and configure. There are no hardware or software requirements, or any restrictions other than access to the Internet.

3.2 IROL represents and warrants to the FD that the site is secure (SSL certified) and is hosted by a professional T3 hosting site with multiple redundancies and sufficient capacity to provide the services to the FD, SP's, and the PO's within the jurisdiction.

Article 4: Terms and Conditions

This Agreement and subsequent use of the site are subject to IROL's Terms and Conditions, which will be given to the AHJ as a separate attachment with this agreement.

Article 5: Governing Law

This Agreement shall be construed and governed according to the laws of the **State of Tennessee**.

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the FD, which consent will not be unreasonably withheld. This agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

Article 7: Notices:

Unless otherwise notified, written communications between the parties shall be personally delivered or sent by certified mail, return receipt requested as follows:

To: Spring Hill Fire Department
199 Town Center Pkwy
Spring Hill, TN 37174

To: IROL
1325 Satellite Blvd. Ste. 1607
Suwanee, GA 30024

ATTACHMENT A: TERMS AND CONDITIONS

These Terms and Conditions of Use (the "Terms and Conditions") are binding on all persons that access the website located at <https://www.InspectionRepotrsOnLine.net> (the "Website") without qualifications or exceptions. By entering the Website, the user of this Website (the "User") agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Authority Having Jurisdiction," "Property Owner," "Service Provider," "Client," "User," "You" or "Your," refers to you; the person accessing this website and accepting the Company's terms and conditions. "IROL Operations Inc.," "IROL-LLC.net," "Inspection Reports Online," "Ourselves," "We" and "Us," refers to our Company. "Party," "Parties," or "Us," refers to both the Client and we, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore referring to the same. The word "Report" only refers to the life safety reports provided by this web site.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time, and without notice.

The Website is owned by IROL Operations Inc., and the User acknowledges that IROL Operations Inc., or its licensors, are the proprietors of all intellectual property subsisting in, pertaining to, or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

IROL recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the city, or its employees by IROL, may be subject to public inspection, under the **State of Tennessee** or other applicable law, and may be subject to records retention laws. If a request for IROL's information is made, the city will notify IROL of such request. If IROL intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information, as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take all steps necessary, including court action, to establish that the information is not subject to public disclosure.

Effective Date

These Terms and Conditions are effective as of 01/18/2023. We reserve the right to change them by posting a revision on this website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company, on a need-to-know basis, only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. United States Law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party, if legally required to do so, to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on this website is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents, or which is or may be provided by any affiliates or any other third party, including relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
- Excludes all liability for Initial Review services outsourced to in-house, or subcontracted qualified personnel by jurisdictions, or other users.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Service Providers: PayPal, all major Credit/Debit cards as listed along with Bankers Draft and ACH transfers are all acceptable methods of payment. Our Terms are payment in full at the time a Report is submitted. Services Providers may modify payments on the Registration Profile page by clicking on the link to change your payment method and selecting from the available payment options. If a Bank Transfer is used as your Payment Method, you are requesting an electronic transfer from your bank account. For these transactions, IROL Operations will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to IROL Operations to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. IROL Operations has the right to resubmit any payment to an authorized that is returned for insufficient or uncollected funds.

Unauthorized Transactions

Service Providers: If, for any reason, you feel that an unauthorized transaction has occurred, or an error has been made on your account please contact IROL Operations Inc. immediately. An unauthorized transaction is a type of error that occurs when money is sent from your Account that you did not authorize and that did not benefit you. In addition, other errors occur when money is either incorrectly taken from your Account or when transactions are incorrectly recorded. You are responsible for providing accurate information concerning your account and any information regarding payment methods, account numbers, expiration dates, and all other data pertaining to your account. IROL Operations and its affiliates will not be held liable for any false or misleading information provided by you or your representatives.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third-party databases or through other sources.

Copyright

All intellectual materials, domain name, and trademarks contained on this Site are subject to the ownership rights of IROL Operations and its affiliates. IROL Operations hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations services. You agree that any copy made must include IROL Operations copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder, or to insist upon compliance with any term or condition, will not constitute a waiver of that right, or excuse any subsequent non-performance of any such term or condition by the other party. This Agreement shall be Construed and Enforced according to the laws of the **State of Tennessee**. The exclusive jurisdiction and venue for the resolution of all disputes, or the filing of any lawsuit arising out of, or regarding the Service Agreement, shall be the Court of where the FD resides.

Force Majeure

IROL Operations shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product, or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations in the conduct of its business.

These terms and conditions form part of the Agreement between the Client and IROL Operations. Your accessing of this website and/or your submittal, review, copy, and email of Report(s) indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.

LOGO

Dear Service Provider,

The **Fire Department** is committed to reaching full compliance with our fire code. In an effort to collaborate with the Service Providers who Inspect, Test, and Maintain (ITM) Fire Protection Systems, all compliant and non-compliant system test reports will be required to be submitted, electronically, by your company through our new Web-Based Reporting System, www.InspectionReportsOnline.net (IROL), effective (DATE)

LIST CITY ORDINANCE OR FIRE CODE HERE

Together, we will assist in timely deficiency remediation, educating our businesses on the importance of frequent ITM, and increasing overall system performance.

IROL's proven process provides benefits for our entire community:

- Ensures the conditions and readiness of fire and life safety systems
- Increases the frequency of repairs by addressing deficiencies
- Provides increased education, awareness, and response by Business/Property Owners
- Assists in ensuring licensed companies are performing quality ITM

There will be a nominal fee of (LIST FEE HERE) per submitted report. IROL offers additional fee options, and we suggest taking the time to learn more about their company, services and solutions through the available options enclosed in this letter or by contacting them directly.

Companies such as yours play a key role in both Prevention and Community Risk Reduction. The services you provide are helping preserve property and people. We look forward to working with you in helping build and maintain safe and resilient communities.

Sincerely,

LOGO

Getting Started: How to Register with IROL

1. In order to Register as a Service Provider with IROL, copy and paste the following link: <https://inspectionreportsonline.net/public/ServiceProviderRegistration.aspx>
2. OR visit IROL's website www.InspectionReportsOnline.net scroll down to "Register with us Below," and choose the blue "Service Providers" tab.

Virtual Training: Training is held on the 3rd Wednesday of every month at 8AM CST. Please copy and paste or type in the following link to Register:

https://us02web.zoom.us/webinar/register/WN_GORIWAt8QyuROtqjxGymLA

Helpful Tips:

- **Our AHJ ID is** . This is necessary when submitting reports through IROL.
- IROL's system provides industry-based reports OR companies can upload/submit their own test report.
- Users can track and update deficiencies and communicate with our department and/or your customer, the business/property owner, directly through IROL at no additional costs.

Systems to be submitted:

Initial System Commissioning	Annual Sprinkler (commercial only)
Annual Fire Alarm	Annual Fire Pump
Annual and Semi-Annual Hood Suppression	Annual 5-year Internal Pipe
Semi-Annual Kitchen Hood Cleaning	Annual Emergency Generator
Annual Smoke Control System	5-year Standpipe
Annual Standpipe	Annual Clean Agent
Annual Fire Door	Annual Emergency Radio
Annual Private Hydrant	Declined Service (No cost)

Please review the required submission time frames listed below:

Clear/Compliant: Systems containing NO deficiencies will be submitted within a 30-day time frame of when the inspection took place.

Deficient: Systems containing any deficiencies will be submitted within a 7-to-10-day time frame of when the inspection took place.

Critical: Upon ANY red tag/CRITICAL impairment, **please call the Fire Department immediately.** Once we're notified, please upload the information through IROL within 24 hours.