

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Reedley, CA hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

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

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact N/A Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact Accounts Payable Title _____
accounts.payable@reedley.ca.gov

Office Phone (559) 637-4200 Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature 

Effective Date: October 24, 2023

Printed Name Nicole R. Zieba

Title City Manager

Office Number (559) 637-4200

Cell Number _____



Agency Website Contact- Portal Link

(All field are required)

Name: Paul A. Melikian

Title: Assistant City Manager

Email: _____

Office Number: (559) 637-4200

Cell Number: n/a

Signature:  Digitally signed by Paul A. Melikian
Date: 10/24/23

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1000 dollars towards setup costs (this is to cover iWorQ's time).

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Reedley, CA	Population- <u>25582</u>
845 G Street Reedley, CA 93654	Prepared by: Garyn Perrett

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Department) *Permit Management *Code Enforcement *Portal Home -Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters	\$16,000.00 \$9,600.00	Annual
Permit Management - Planning and Zoning - Available on any computer, tablet, or mobile device using Chrome browser - Notifications can be sent from GIS map inside iWorQ - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Reporting - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters	\$9,000.00 \$4,400.00	Annual
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management - Available on any computer, tablet, or mobile device using Chrome browser - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track inventory, parts, material - Sign and Pavement Management with OpenStreetMap - Quarterly GIS Updates - Track pavement condition, distress, treatments, etc. - Track MUTCD, condition, reflectivity, etc.	\$12,000.00 \$6,000.00	Annual
Sewer Management - Track location, inspections, maintenance, and work orders (Work Management needed) - Asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.)	\$2,000.00	Annual

<ul style="list-style-type: none"> - Track up to 3 asset types - Set maintenance, inspection, and work order schedules <p>* Available on any computer, tablet, or mobile device using Chrome browser</p> <p>* OpenStreetMap – Ability to track point and line layers</p> <p>* Quarterly GIS Updates</p> <p>* Configurable dashboard, fields, and reports</p>		
Facilities Management <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device - Track up to 5 asset types - Maintenance schedules - Inventory management - Configurable dashboard, fields, and reports 	\$4,850.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$26,850.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$0	\$0	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. New 3 Year Agreement required based on changes requested by Reedley.
- V. Facilities Package will include 20 assets as requested by customer.



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 5

DATE: November 14, 2023

TITLE: RATIFICATION OF AN UPDATED SOFTWARE SERVICES AGREEMENT WITH IWORQ SYSTEMS, INC. FOR ONGOING PERMIT MANAGEMENT, CODE ENFORCEMENT, MAINTENANCE TRACKING & FACILITIES WORK ORDERS

SUBMITTED: Paul A. Melikian, Assistant City Manager *PM*

APPROVED: Nicole R. Zieba, City Manager *NZ*

RECOMMENDATION

Approve and ratify an updated three-year Services Agreement with iWorQ Systems, Inc. (iWorQ) for ongoing software services utilized by multiple City departments.

BACKGROUND

The City has worked with iWorQ software since 2019. The Public Works, Engineering, Community Development, Community Services and Fire departments are currently using the iWorQ software platform to track and manage activities such as: encroachment permits, building permits, plan checks, code enforcement matters, and public works and facilities work orders. The software has worked well and met expectations.

Staff recently notified iWorQ that one of the software modules (for the Water Division) was not meeting original expectations, and requested that it be removed from the annual subscription. An iWorQ representative notified staff that a new agreement was immediately required to continue services for all departments. To avoid any potential disruption to this critical service, a revised successor agreement was signed on 10/24/2023 that would remove the Water Division specific subscriptions and retain all others for an updated contract period of three years. Staff are also working to add a subscription to the iWorQ platform for solar permitting utilizing State grant funding, therefore a contract amendment will be forthcoming within the next few months.

FISCAL IMPACT

The City currently pays an \$32,600 annual software license fee to iWorQ. The revised cost, with removing the Water Division specific software, will be \$26,850 annually. Public Works staff will work towards a different solution for their needs.

ATTACHMENTS

Updated iWorQ Software Services Agreement