

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING
THE CITY MANAGER TO EXECUTE A REVISED SERVICE AGREEMENT
WITH IWORQ**

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

- Section 1.** That the City Manager is hereby authorized to enter into and execute a revised agreement with iWorQ for data service software, with an annual maintenance agreement.
- Section 2.** The agreement will be 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 passage.

1st Reading this _____ day of _____ 2023
2nd Reading this _____ day of _____ 2023
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	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 ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



MEMORANDUM

TO: Mayor Deinbo and Members of Council

CC: Deanna Jones, City Clerk

FROM: Nathan Mai-Lombardo, City Manager

DATE: March 6, 2023

RE: iWorQ contract and upgrades

Mayor Deinbo and Councilmembers –

As you all may know, one of the software suites we use throughout our organization on a daily basis is iWorQ. This is the software used for Code Enforcement, Permitting, and internal work requests. It has performed very well for us, and staff is very pleased with its implementation.

However, in order to continue our drive to offer better, more efficient and cost-effective services to our residents, I am recommending to Council an expansion of our services through iWorQ. Bringing more of our services online will reduce our office overhead costs, reduce time (and therefore costs) spent on each task by staff, increase customer access to services, and increase efficiency.

Our current annual costs for iWorQ are \$10,400 and are all on the attached proposed services agreement. The two new items on this list are \$2,650 each (total annual cost of \$5,300) and are the modules for Planning and Zoning and Permit Management - specifically for the occupancy inspections to be done in the online system in the field. Currently, the occupancy inspections are done on paper forms in the field and then have to be processed back in the office. This new software will save significant time and work, allowing inspections to be done directly in our automated system on tablets staff already have.

The Planning and Zoning module will be completely new for us, and will provide for paperless applications for our customers online as well as process management for the staff in our automated system. Again, this will save significant costs from time and overhead.

I humbly ask that Council approve this new contract and I will proceed with immediate implementation of these new services.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan", written in a cursive style.

Nathan Mai-Lombardo
City Manager

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Berkeley, MO 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 _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ 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: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Berkeley, MO	Population- <u>8989</u>
8425 Airport Road Berkeley, MO 63134	Prepared by: Brady Hunsaker

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Fleet Management Includes: *Fleet Management *Work Management *Internal Fleet Request -Available on any computer, tablet, or mobile device using Chrome Browser -Manually track fuel log or fuel imports (requires CSV or TXT file for import) -Work orders for employee cost, inventory, and purchase orders -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Fleet Requests -Allows Mechanics/Employees the ability to submit vehicle maintenance requests through the Online Portal -Webform/Link for Mechanics/Employees -Allows Mechanics/Employees the ability to search for previous maintenance requests -Ability to create work orders from vehicle maintenance requests -Configurable dashboard, fields, and reports -Includes Premium Data (25MB Uploads, 100GB Total Storage)	\$1,900.00	Annual
Premium Data Package - Allows for 25MB file upload size - Provides 100GB of storage	\$1,000.00	Annual
Community Development (Basic) *Permit Management *Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters/forms	\$7,048.00 \$4,000.00	Annual
Premium Data (Custom) - Base of 25MB upload size and a custom total of data storage detailed below under note IV.	\$500.00	Annual
Permit Management - Available on any computer, tablet, or mobile device using Chrome browser	\$2,650.00	Annual

<ul style="list-style-type: none"> - OpenStreetMap - Track your contractors and their licensing - Track inspections and review processes - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. 		
Permit Management - Planning and Zoning <ul style="list-style-type: none"> - 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 / forms. 	\$2,650.00	Annual
Work Management <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome browser - Track and manage work by location with OpenStreetMap - Work order scheduling and templates - Track inventory, parts, material -Configurable dashboard, fields, and reports 	\$3,000.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$15,700.00	

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>
One-Time Setup Total (This amount will be added year 1)	\$1,200.00	\$0.00	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. This agreement combines existing services totaling \$10,400 with proposed added services (pavement and sign management, permit management for rental inspections, Planning and Zoning) totaling \$5,300 for a new annual total of \$15,700. Added services may be prorated.