CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – <u>167</u>

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH IWORQ SYSTEMS, INC. FOR A WEB-BASED MANAGEMENT SOFTWARE AS A SERVICE APPLICATION FOR USE BY VARIOUS CITY OF STRONGSVILLE DEPARTMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, in 2011, the City of Strongsville Building Department implemented the MyGov software application program in order to efficiently process, among other things, building permits, registration of contractors, code enforcement issues and various other functions within the Building Department; and

WHEREAS, in order to upgrade, streamline and improve operations within the Building, Engineering, Planning & Zoning and Public Service Departments of the City of Strongsville, it has become necessary to consider replacement of the current MyGov system software application program; and

WHEREAS, therefore, after considerable review of various software application programs suitable for municipal government operations, the Building Commissioner has recommended the web-based management software as a service program provided by iWorQ Systems, Inc., which will significantly improve operations and create a cohesive environment between such City departments; and

WHEREAS, this Council desires to proceed to enter into a Service Agreement for various applications and services to be utilized by the Building, Engineering, Planning & Zoning, and Public Service Departments of the City.
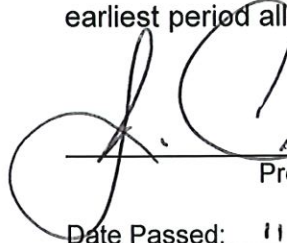
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to enter into a Service Agreement with **IWORQ SYSTEMS, INC.** for the furnishing and installation of a software application program to utilize the iWorQ web-based services and applications for the Building, Engineering, Planning & Zoning, and Public Service Departments for the City of Strongsville, to be effective for a four-year initial term at the rate of $72,000.00 per year, for a total contract cost of $288,000.00, with a copy of such Service Agreement attached hereto as Exhibit "1" and incorporated herein by reference.

Section 2. That the funds for the purpose of said Agreement have been appropriated and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into an agreement in order to upgrade and improve daily operations, maintain continuity within various City departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed: 11 20 2023

	Yea	Nay
Carbone	✓	
Clark	✓	
DeMio	✓	
Kaminski	Absent	
Kosek	✓	
Roff	✓	
Short	Absent	

Approved: _Thomas B. Perciak_
Mayor

Date Approved: _Nov. 20, 2023_

Attest: _Aimee Pientka_
Clerk of Council

Ord. No. 2023-167 Amended:_____
1st Rdg. 11-20-23 Ref:_____
2nd Rdg. Suspended Ref:_____
3rd Rdg. Suspended Ref:_____
_____
_____

Public Hrg._____ Ref:_____
Adopted: 11-20-23 Defeated:_____

<u>CERTIFICATE OF POSTING</u>
I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2023-167 was duly posted on 11/22/23, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.

_____
Clerk of Council
Dated: _November 22, 2023_

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Strongsville here after known as ("Customer"), enters into THIS SERVICE 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 authorized 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.

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 documents 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.

EX. 1

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.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ' s database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

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, <u>after the initial 4-YEAR TERM</u>, 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 $2,500; 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. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _Ted Hurst_ Title _Building Commissioner_

Office Phone _440-580-3107_ Cell (required) _440-596-0777_

Email _Ted.Hurst@strongsville.org_

Secondary Implementation Contact _David Sems_ Title _IT Director_

Office Phone _440-580-1393_ Cell (required) _440-384-2519_

Email _David.Sems@strongsville.org_

Portal Setup Contact (required) _Ted Hurst_ Title _Building Commissioner_

Office Phone _440-580-3107_ Cell _440-596-0777_

Email _Ted.Hurst@strongsville.org_ Signature _Ted Hurst_

(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 $1,000 dollars towards setup costs (this is to cover iWorQ's time).

10. CUSTOMER BILLING INFORMATION:

Billing Contact _Derek Webb_ Title _Accountant_

Billing Address: _16099 Foltz Parkway_

Office Phone _440.580.3129_ Cell _____

Email _derek.webb@strongsville.org_

PO# _____ (if required) Tax Exempt ID # _34-6002751_

11. 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 _Thomas B. Beuur_   Effective Date: _11.20.2023_

Printed Name ___Thomas P. Perciak___

Title _____Mayor_____

Office Number _440-580-3100_

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Strongsville	Population- 45725
The City of Strongsville 16099 Foltz Parkway Strongsville, Ohio 44149	Prepared by: Marty Smith

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc) -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (50MB Uploads, 300GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes 20 standard electronic database driven permit forms and 3 Custom database permit Forms for Portal Home -Free letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service. Note: If GIS configurations change (FTP location, name format, field	~~$45,000~~ $43,500	Annual

changes, etc.) iWorQ will charge a minimum $500 fee to accommodate new configuration adjustments (subject to additional hourly charges)		
Permit Management – Planning & Zoning - Available on any computer, tablet, or mobile device using Chrome Browser - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Includes Premium Data (25MB File Upload Size & 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	Included	Annual
Contractor License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Contractors -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	**Included**	Annual
Public Works Application(s) and Service(s)	Package Price	Billing
Public Works Package (Asset) Sewer Package includes: * Work Management	~~$22,000~~ **$20,500**	Annual

* Sign Management * Pavement Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Stormwater Package Package includes: *Work Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history *SWPP Permit Management - Issue permits (SWPP) - Track and manage inspection schedules - Unlimited access to iWorQ's template library, including 3 custom letters *Capital Asset Management - Track location, inspections, maintenance, and work orders for MS4 compliance -Track up to 5 asset layers (i.e. Catch basins, Inlets, outfalls, Lines.), - Additional attribute data for each capital asset is $500 annually. - Set maintenance, inspection, and work order schedules - Manage and reduce illicit discharge	$8,000	Annual

* Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Subscription Fee Total (This amount will be invoiced each year)	$72,000	Annual

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

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	$50,000	Included	Year One
Up to 5 hours of GIS integration and data conversion	$1,000	Included	Year One
Data Conversion	$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	$55,900	Included	Year One

Grand Total Due Year 1	$130,900	$72,000	Year One Total

NOTES AND SERVICE 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 until November 27th, 2023.

III. Discounts provided are contingent upon signed agreement returned on or before November 27th, 2023.

IV. Service Agreement is a 4-year initial term at $72,000 per year guaranteed. Total cost for the 4-year contract is $288,000 guaranteed.

V. This cost proposal cannot be disclosed or used to compete with other companies.