

ORDINANCE NO.	<u>2024-98</u>	FIRST READING	<u>November 25, 2024</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>CHRIS BELL</u>	THIRD READING	<u>WAIVED</u>

ORDINANCE APPROVING THE SERVICES AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND IWORQ SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$19,884.00 FOR SOFTWARE AND RELATED SERVICES FOR THE VILLAGE'S BUILDING DEPARTMENT FOR A TERM OF 3 YEARS, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to implement new software to manage the operations and records of the Village's building department;

WHEREAS, iWorQ Systems, Inc., is a service provider of such software and provided Council with a services agreement for such software application and service ("Agreement"); and

WHEREAS, Council desires to enter into such Agreement with iWorQ Systems, Inc.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between the Village of South Russell and iWorQ Systems, Inc., attached hereto and incorporated herein by reference as **Attachment A**, engaging iWorQ Systems, Inc. to provide the necessary software and software services for the Village's building department described in the Agreement for a term of three (3) years, in an amount not to exceed \$19,884.00, is hereby approved.

SECTION 2. The Mayor and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to immediately implement the software for its building department; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:


Fiscal Officer

I certify that Ordinance No. 2024-98 was duly enacted on the 25TH day of NOVEMBER, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danella Romanowski
Fiscal Officer

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

South Russell, OH 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.

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.

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 25MB and 100GB 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 from the date of the invoice. 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.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the 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 expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); 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, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

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. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact RUTH GRISWOLD Title BLDG. DEPT ASSISTANT

Office Phone 440-338-6700 x233 Cell — Email —

Secondary Implementation Contact DANIELLE ROMANOWSKI Title FISCAL OFFICER

Office Phone 440-557-5533 Cell — Email Fiscalofficer@southrossell.com

11. CUSTOMER BILLING INFORMATION:

Billing Contact DANIELLE ROMANOWSKI Title FISCAL OFFICER

Office Phone 440-557-5533 Cell — Email Fiscalofficer@southrossell.com

PO# — (if required) Tax Exempt ID # 34-0907179

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 William G. Roons

Effective Date: 11-26-24

Printed Name WILLIAM G. ROONS

Title Mayor

Office Number 440-338-6700 x224

Cell Number 440-227-1346



iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

South Russell, OH	Population- <u>3952</u>
5205 Chillicothe Road South Russell , OH 44022	Prepared by: Brady Hunsaker

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
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 -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	\$6,128.00 \$5,128.00	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 -Includes unlimited access to 15 letter templates and 3 custom letters -Reminder letter generation -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	\$2,500.00 \$0.00	Annual
Notifications - Notifications can be sent from GIS map inside iWorQ.	\$0.00	Annual
Business License Management (Basic) -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -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 Sensitive File Uploads that are required to licensing process (i.e Driver's License)	\$3,084.00 \$1,500.00	Annual
Entity Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -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	\$0.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$6,628.00	

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)	\$5,065.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

IV. This agreement is valid if contract is signed and returned on or before December 10, 2024