



DISTRIBUTED AGENDA MATERIAL for Agenda Item No. 12

CITY COUNCIL REGULAR MEETING

MEETING DATE: July 8, 2025

ITEM NUMBER: 12

ITEM DESCRIPTION: iWorQ Systems, Inc. Service Agreement Amendment and Three (3) Year Extension for Web-based Permitting Applications and Services (Building & Safety, Fire Marshal, Planning, Code Enforcement, Public Works, and Yard Sales/RV Parking)

SUBMITTED BY: Lawrence Mainez, Community Development Director

Verbiage related to "termination with cause" has been added and highlighted on page 3 of the attached revised agreement.



IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Highland, CA 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. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

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



4. CUSTOMER DATA:

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. iWorQ does backups twice per week and onsite 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 services(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.

Customers 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 for: (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 citizen over the web, and (4) For 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 requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices 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 the 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:

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 the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the 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 may be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term. Should a party terminate with cause, the party will give other party reasonable time to correct the cause and if parties are unable to resolve cause during that reasonable time the party will give the other party sixty (60) days written termination notice. If Customer determines that iWorQ is in default in the performance of any of the terms or conditions of this Agreement, Customer shall serve iWorQ with written notice of the default. iWorQ shall have ten business days after service upon it of said notice in which to cure the default by rendering the satisfactory services. In the event the iWorQ fails to cure its default within such period of time, Customer shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. If Customer terminates for cause, it shall have no obligation or duty to continue compensating Consultant for any services after the date of default.

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 the 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. 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 Lawrence Mainez Title Community Dev Director
Office Phone (909) 864-6861, Ext 215 Cell (required) (909) 838-0677
Email lmainez@cityofhighland.org
Secondary Implementation Contact Manuel Tapia-Vera Title IT Technician
Office Phone (909) 864-6861 Ext 212 Cell (required) (909) 838-0806
Email mtapiavera@cityofhighland.org

11. CUSTOMER BILLING INFORMATION:

Billing Contact Leticia Nava-Cruz Title Director of Admin Svc/City Treasurer
Billing Address: 27215 Base Line, Highland, CA 92346
Office Phone (909) 864-6861 Ext 208 Cell (909) 838-2101
Email lnavacruz@cityofhighland.org
PO# _____ (if required) Tax Exempt ID # 330270638

12. ACCEPTANCE:

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

Signature _____

Effective Date: July 8, 2025

Printed Name Penny Lilburn



Title Mayor, City of Highland

Office Number

Cell Number

iWorQ Service(s) Agreement
APPENDIX A



iWorQ Price Proposal

Highland, CA	Population- 56789
27215 Base Line, Highland, CA 92346	Prepared by: Brady Hunsaker

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 -Contractor Status Updates via Text -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Inspection Routing -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes access to 24 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters Note: Any adjustments made to the templates will result in a custom form -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access	\$41,280.00 \$31,095.00	Annual



to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) Client must provide iWorQ with their agency's REST Service URL within 30 days of signature date, otherwise iWorQ will not establish the REST Service connection. Client may pay a data and labor fee of \$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.		
Entity Management (Enterprise) *License Management *Portal Home *Online Credit/Debit card processing integrated with iWorQ. (PayRoc) -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 -Inspection Routing -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation -Includes Sensitive File Uploads that may be required as part of the licensing process (i.e Driver's License) -Configurable portal for ease of applying for licenses and tracking them online -Includes 3 Custom Forms -Messaging feature for easy interaction with citizens -OpenStreetMap tracking abilities with quarterly updates -3 Scheduled Reports -Built-in automatic workflow capabilities GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access	\$36,020.00 \$20,500.00	Annual



to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) Client must provide iWorQ with their agency's REST Service URL within 30 days of signature date, otherwise iWorQ will not establish the REST Service connection. Client may pay a data and labor fee of \$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.		
Custom Data Plan - This agreement includes a total upload size limit of 25MB and a total storage of 200GB	\$2,500.00	Annual
Permit Management - Plan Review - 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 - Includes iWorQ Workflows - 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 Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	\$14,378.00 \$3,000.00	Annual
Citizen Engagement Package Package includes: *Citizen Engagement	\$8,000.00 \$500.00	Annual



- Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.		
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Work Order Status updates via Text - Track labor, inventory, parts, and material - Track work completed and maintenance history - 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 * 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 * Includes Sensitive File Uploads (if needed)	\$29,064.00 \$11,407.00	Annual
Permit Management – Yard Sales and Parking Permits -Available on any computer, tablet, or mobile device using Chrome Browser -Track Permits, inspections, contractors, and their licensing -Track fees and payments -Inspection and plan review tracking -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	\$9,500.00 \$4,500.00	Annual



Permit Management – Public Works -Available on any computer, tablet, or mobile device using Chrome Browser -Track Permits, inspections, contractors, and their licensing -Track fees and payments -Inspection and plan review tracking -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	\$9,500.00 \$8,000.00	Annual
Additional Web Forms for Online Portal (Number) Additional Web forms for Online Permit Applications. (Total Web Forms = ?) Note: Additional Web Forms can be purchased as needed: \$500/annually for 3	\$1,100.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$82,602.00	Annual

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

Service(s)	Package Price	Billing
Grand Total Due Year 1	\$82,602	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 for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.