

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTUAL SERVICES
PUBLIC WORKS MANAGEMENT SOFTWARE (IWORQ SYSTEMS, INC.)**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF CARSON ("City") and iWorQ Systems, Inc., a Utah Corporation, ("Consultant") is effective as of the 31st day of January, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 15, 2017, ("Agreement") with a contract period of one year and a not to exceed amount of \$21,000, whereby Consultant agreed to install and provide Public Works Applications/Software Services in the form of software modules,

B. On July 17, 2018, City and Consultant amended the Agreement for the first time ("Amendment No. 1") in order to extend the term of the Agreement so that it expired on February 1, 2019, and to increase the contract sum of the Agreement from \$21,000 to \$48,400 to reflect the costs of the additional term of the Agreement and the additional services described in Exhibit "A" of Amendment No. 1.

C. Given the proprietary nature of the software and the essential services Consultant continues to provide City, City and Consultant desire to further extend the term of the Agreement and increase the contract sum to cover the cost of Consultant's continued maintenance of the software modules. Additionally, the City needs to increase compensation to cover the cost of the renewal of the licenses to continue use of the software modules.

D. City and Consultant now desire to amend the Agreement for the second time in order to extend the term of the Agreement so that it expires on February 1, 2022, and to increase the contract sum of the Agreement by \$19,920 for a total not to exceed amount of \$68,320 to reflect the costs of the extended term of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. Section 2.1 of the Agreement is hereby amended as follows:

"Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Sixty Eight Thousand Three Hundred Twenty*** ~~Forty Eight Thousand Four Hundred~~ Dollars (\$48,400***68,320.00***) ("Contract Sum")."

B. Section 3.4 of the Agreement is hereby amended as follows:

“Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services or until February 1, 2019~~22~~, whichever occurs first, except as otherwise provided in the Schedule of Performance (Exhibit D).”

C. Exhibit “C” of the Agreement is hereby replaced in its entirety with Exhibit “C” of this Amendment.

D. Exhibit “D” of the Agreement is hereby amended to include Exhibit “D” of this Amendment.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF CARSON, a municipal
corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

[ndp]

CONTRACTOR:
iWorq Systems, Inc., a Utah Corporation

By: _____
Name: Garyn Parrett
Title: CEO

By: _____
Name: Adam Laing
Title: VP Business Development

Address: 1125 W. 400 N.
Suite 102
Logan, Utah 84321

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

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DESCRIPTION OF ATTACHED DOCUMENT

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SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

	RATE	TIME	SUB-BUDGET
A. Tree Management Module	N/A	N/A	\$1,172.00
B. Citizen Engagement with Mobile App	N/A	N/A	\$4,000.00
C. Facilities Management Application	N/A	N/A	\$2,500.00
D. Fleet Management Application	N/A	N/A	\$2,500.00
E. Public Works Package	N/A	N/A	\$4,000.00
F. Backup Management – Annual Cost	N/A	N/A	\$500.00
G. Permit Management Module	N/A	N/A	\$2,250.00
H. Online Application Package	N/A	N/A	\$4,250.00
I. Premium Data Package – 25 Mb Upload/100 Gb Storage	N/A	N/A	\$1,228.00
J. Cyber Liability Insurance (cost reduced based on 3 year agreement)	N/A	N/A	\$2,500.00
* 20% Discount for 3 year agreement	N/A	N/A	-\$4,980.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed**
- B. Line items for all materials and equipment properly charged to the Services.**

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$68,320.00, as provided in Section 2.1 of this Agreement.**
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1. N/A**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

FOR THE FEBRUARY 1, 2019, THROUGH FEBRUARY 1, 2022, TERM

- I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Day to Start Set-Up</u>	<u>Deadline Date</u>
A. Public Works Package	Complete	Complete
B. Citizen Engagement	Complete	Complete
C. Fleet Management	Complete	Complete
D. Facilities Management	On-going	On-going
E. Tree Management	On-going	On-going
F. Permit Management Module	December 2018	March 2019
G. Online Applications Package	March 2019	June 2019
H. Misc/Make-up	N/A	N/A

NOTE: Implementation timelines are contingent on the city staff.

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
- A. N/A.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**