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**File#:** 2018-461, **Version:** 1

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## **Report to Mayor and City Council**

Tuesday, July 17, 2018

Consent

### **SUBJECT:**

**CONSIDER APPROVAL OF THE FIRST AMENDMENT TO A SOFTWARE AGREEMENT WITH IWORQ SYSTEMS, INC., WHICH EXTENDS THE TERM OF THE AGREEMENT TO FEBRUARY 1, 2019; ADDS AN ADDITIONAL SERVICE RELATING TO A PERMIT MANAGEMENT MODULE; AND ACCORDINGLY INCREASES THE TOTAL COMPENSATION TO \$48,400.00 (CITY COUNCIL)**

### **I. SUMMARY**

Since 2017, the City has utilized iWorQ Systems, Inc., ("iWorQ") for a number of essential Public Work software applications, such as their Tree Management Module, Facilities Management Module, Fleet Management Module, and Public Works Package. Maintenance and support from iWorQ is required in order to ensure prompt resolution of problems as they occur, and this Agreement now needs to be extended in order to continue these services. iWorQ also provides an additional software application (not included in the initial term of the Agreement) that provides permit management functionality for the Public Works Department. This software application would allow the Public Works Department to manage permit applications from start to finish, thus, adding this service is desirable. The original contract sum is \$21,000 and was approved by the City Manager. The cost of the term extension and the additional service is \$20,900.00 and \$6,500.00, respectively. If approved, the total contract sum would be \$48,400.00. In order to both extend the term and include this additional service, City Council approval is therefore required.

The City Council is therefore asked to approve Amendment No. 1 to the original agreement with iWorQ which (1) approves an extension of the original Agreement in order that iWorQ may continue to provide the Public Works Department with access to their software application suite; (2) amends the Scope of Services in the original agreement to include the permit management software application; and (3) increases the total contact sum to \$48,800.00.

### **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the attached Amendment No. 1 to the original agreement with iWorQ for Contractual Services, which extends the term of the original agreement to February 1, 2019; adds an additional service relating to a permit management module; and accordingly increases the total compensation to \$48,400.00; and AUTHORIZE Mayor to execute Amendment No. 1 as attached hereto upon approval as to form by the City Attorney

### **III. ALTERNATIVES**

TAKE any other action the Council deems appropriate.

### **IV. BACKGROUND**

Pursuant to an agreement entered into in January 2017, the City has utilized iWorQ for a number of essential Public Work software applications, such as their Tree management Module, Facility Management, Fleet Management, and Public Works Package ("Agreement"). Maintenance and support from iWorQ is required in order to ensure prompt resolution of problems as they occur. However, in order to continue this Service, the Agreement now needs to be extended. iWorQ also provides an additional software application (not included in the initial term of the Agreement) that provides permit management functionality. This software application would allow the Public Works Department to manage permit applications from start to finish, thus, adding this functionality is desirable.

The original contract was \$21,000 and was approved by the City Manager. The cost of the extension and the additional service is \$20,900.00 and \$6,500.00, respectively. If approved, the total contract sum would be \$48,400.00. In order to both extend the term and include the additional service, City Council approval is therefore required. The iWorQ's software is proprietary and is available only through iWorQ; therefore, soliciting competitive bids for maintenance of this software is impractical.

The City Council is therefore asked to approve Amendment No. 1 to the original agreement with iWorQ, which (1) approves an extension of the original Agreement in order that iWorQ may continue to provide the Public Works Department with access to their software application suite; (2) amends the Scope of Services in the original agreement to include the permit management software application; and (3) increases the total contact sum to \$48,800.00.

### **V. FISCAL IMPACT**

Funds have been budgeted for these items in FY 2018/2019 in account number 101-50-520-101-6004.

**VI. EXHIBITS**

1. Amendment No.1 to Agreement for Contractual Services (Pg. 4 - 16)
2. iWorQ Systems Contract (Pg. 17 - 38)
3. Invoice No. 9909 (Pg. 39)
4. Quote from iWorQ dated 6/13/2018  
(Pg. 40 to 43)

Prepared by: Robert Eggleston, Information Technology Manager

**AMENDMENT NO. 1**  
**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 17th day of July, 2018.

**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, whereby Consultant agreed to install and provide Public Works Applications/Software Services in the form of software modules.

B. City and Consultant desire to amend the Agreement to add an additional Permit Management Module which will track the contractor permit application process, which is more particularly described in Exhibit "A" of this Amendment.

C. City and Consultant further desire to amend the Agreement for the 1st time in order to extend the term of the Agreement so that it expires on February 1, 2019, and to increase the contract sum of the Agreement such that it reflects the costs of the additional term of the Agreement and the additional services described in Exhibit "A" of this Amendment.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 2.1 of the Agreement is hereby amended in its entirety 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 Forty Eight Thousand Four Hundred Dollars (\$48,400.00) ("Contract Sum")."

B. Section 3.4 of the Agreement is hereby amended as follows (strikethrough represents deleted language while ***bold italics*** represents added language):

"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, whichever occurs first***~~but not exceeding one (1)-year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit D)."

C. Exhibit "A" of the Agreement is hereby replaced in its entirety with Exhibit "A" of this Amendment.

D. Exhibit "C" of the Agreement is hereby replaced in its entirety with Exhibit "C" of this Amendment.

E. 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 Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment 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, 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, 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.

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

**CONTRACTOR:**

**iWorg Systems, Inc., a Utah corporation**

By: \_\_\_\_ Name: Garyn Perrett \_\_\_\_  
Title: CEO

By: \_\_\_\_ Name: Adam Laing \_\_\_\_  
Title: VP Business Development

Address: 1125 W. 400 N.  
Suite 102  
Logan, UT 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 \_\_\_\_\_, 2018 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

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☒ INDIVIDUAL  
☒ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
                                  ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

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

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Signature: \_\_\_\_\_

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☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

\_\_\_\_\_  
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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following:**

- A. Consultant shall prepare and provide the City with a "Tree Management Module" which shall:
  - 1. Be available on any computer, tablet, mobile device using the Chrome Browser
  - 2. Be able to track a single asset
  - 3. Be able to track coordinates and location on OpenStreetMap
- B. Consultant shall prepare and provide the City with a "Citizen Engagement with Mobile App" which shall
  - 1. Be robust and available for Android and iOS
  - 2. Be available on any computer, tablet or mobile device using Chrome Browser
  - 3. Include a web form/link for city website
  - 4. Include configurable fields for simple data entry
  - 5. Include citizen account creation and request tracking
  - 6. Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal
  - 7. Include tools for tracking internal and external requests
  - 8. Include robust reporting capabilities
  - 9. Be able to upload images and pdf files
  - 10. Track request location with X, Y coordinates
- C. Consultant shall prepare and provide the City with a "Facilities Management Module" which shall
  - 1. Be available on any computer, tablet, or mobile device using Chrome browser
  - 2. Track assets such as HVAC, plumbing, electrical, elevators, etc.

3. Track work orders for employee cost, inventory, and purchase orders
  4. Track maintenance schedules
  5. Include Inventory Management
  6. Include a user-friendly dashboard
- D. Consultant shall prepare and provide the City with a "Fleet Management Module" which shall
1. Be available on any computer, table, or mobile device using Chrome browser
  2. Include fuel log tracking and uploads
  3. Track work orders for employee cost, inventory, and purchase orders
  4. Track maintenance schedules
  5. Include Inventory management
  6. Include a user-friendly dashboard
- E. Consultant shall prepare and provide the City with a "Public Works Package" which shall
1. Include the following modules:
    - a) Work Management Module
    - b) Sign Management Module
    - c) Pavement Management Module
  2. Be available on any computer, tablet, or mobile device using the Chrome browser
  3. Track and manage work by location using OpenStreetMap
  4. Include work orders scheduling and templates
  5. Track inventory, parts, material
  6. Include Sign Management with OpenStreetMap
  7. Include Pavement Management with OpenStreetMap

- F. Consultant shall prepare and provide the City with a "Permit Management Module" which shall
  - 1. Be available on any computer, tablet, or mobile device using Chrome browser
  - 2. Include OpenStreetMap functionality
  - 3. Include Consultant portal, contractor licensing, and a configurable web link for citizens and contractors
  - 4. Include quarterly parcel uploads
  - 5. Include up to 10 custom letters/permits/forms
  - 6. Provide any required and related setup and data conversions
- G. Consultant shall prepare and provide the City with an "Online Applications Package" which shall
  - 1. Include up to 5 configurable application forms
  - 2. Include iTransact for card processing and online payments
  - 3. Include a Premium Data Package for data storage and upload (25 megabyte upload and 100 gigabyte total file storage)
  - 4. Provide any required and related setup and data conversion
- H. Consultant shall provide onsite backup services by sending a \*.BAK on a scheduled basis to an FTP server maintained by the City and on a schedule agreed upon in writing between the parties.
- I. Consultant shall provide a "Premium Data Package" for all modules and software provided under this Exhibit shall include 25MB file upload size and 100GB total storage.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A. *N/A*

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**

A. Upon request by the Contract Officer.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found reasonably satisfactory and accepted by City.**

**V. Consultant will utilize the following personnel to accomplish the Services:**

- A. Nikki Ethington
- B. John Hansen
- C. Alex Leo

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	<b>Tree Management Module</b>	<i>NIA</i>	<i>NIA</i>	<b>\$1,172.00</b>
<b>B.</b>	<b>Citizen Engagement with Mobile App</b>	<i>NIA</i>	<i>NIA</i>	<b>\$4,000.00</b>
<b>C.</b>	<b>Facilities Management Application</b>	<i>NIA</i>	<i>NIA</i>	<b>\$2,500.00</b>
<b>D.</b>	<b>Fleet Management Application</b>	<i>NIA</i>	<i>NIA</i>	<b>\$2,500.00</b>
<b>E.</b>	<b>Public Works Package</b>	<i>NIA</i>	<i>NIA</i>	<b>\$4,000.00</b>
<b>F.</b>	<b>Backup Management - Annual Cost</b>	<i>NIA</i>	<i>NIA</i>	<b>\$500.00</b>
<b>G.</b>	<b>Permit Management Module</b>	<i>NIA</i>	<i>NIA</i>	<b>\$4,250.00</b>
<b>H.</b>	<b>Online Application Package</b>	<i>NIA</i>	<i>NIA</i>	<b>\$2,250.00</b>
<b>I.</b>	<b>Premium Data Package - 25 Mb Upload1100 Gb Storage</b>	<i>NIA</i>	<i>NIA</i>	<b>\$1,228.00</b>
<b>J.</b>	<b>Cyber Liability Insurance</b>	<i>NIA</i>	<i>NIA</i>	<b>\$5,000.00</b>

**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 \$48,400.00, 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 MARCH 1, 2018, THROUGH FEBRUARY 1, 2019, TERM**

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

	<b><u>Day to Start Set-Up</u></b>	<b><u>Deadline Date</u></b>
<b>A. Public Works Package</b>	Ongoing	December 2018
<b>B. Citizen Engagement</b>	Complete	<i>NIA</i>
<b>C. <i>Fleet Management</i></b>	Complete	<i>NIA</i>
<b>D. Facilities Management</b>	April 2018	December 2018
<b>E. Tree Management</b>	June 2018	December 2018
<b>F. Permit Management Module</b>	August 2018	October 2018
<b>G. Online Applications Package</b>	October 2018	October 2018
<b>H. Misc/Make-up</b>	Ongoing	Ongoing

**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. *NIA.***

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



## CITY OF CARSON

### CONTRACT SERVICES AGREEMENT FOR PUBLIC WORKS MANAGEMENT SOFTWARE

11-IIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 15th day of January\_\_\_\_, 2017, by and between the CITY OF CARSON, a California municipal corporation ("City") and iW01Q Systems (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONSULTANT

11 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

12 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

13 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

14 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

#### 2. COMPENSATION

21 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 Sixteen Thousand Dollars (\$21,000.00) ("Contract Sum").

2.2 Invoices. Each year Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding year in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor

charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

23 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

33 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Tenn. 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 but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### **4 COORDINATION OF WORK**

4.1 Representative of Consultant. Garyn Perrett is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Dr. Maria Slaughter, Public Works Director, or such person as may be designated by the City Manager, is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

#### **5 INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance

shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## 52 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6 RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or



court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena

(c) **If** Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. **If** Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

74 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

75 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **& MISCELLANEOUS**

81 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.



The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**Consultant's Authorized Initials**

8.11 Corporate 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 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the 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

  
Kenneth Farfsing, City Manager

**ATTEST:**

  
Donesia Gause, City Clerk

**APPROVED AS TO FORM:**

ALESHIR, JEFF W., V. N. DER, L.J..P

  
Sunny K. Solhani, City Attorney

**CONSULTANT:**

iWorQ Systems

By:   
Name: Garyn Perrett

Title: CEO

Address: 1125 W. 400 N.  
Suite 102

Logan, UT 84321

By:   
Name: VP

Title: VP

Address: 1125 W. 400 N.

Suite 102

Logan, UT 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. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATION SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'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

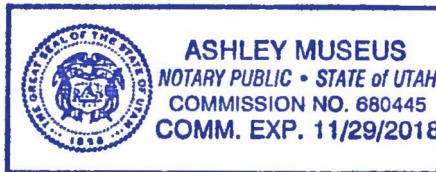
COUNTY OF LOS ANGELES

On 01.11.2018 before me, J. H. Hlt. t4, appeared 1-Vld- who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: Ashley Museus



### 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="radio"/> INDIVIDUAL		
<input type="radio"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
TITLE(S)		
<input type="checkbox"/> PARTNER(S)	<input type="radio"/> LIMITED	
	<input type="radio"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER -----		
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		

## 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

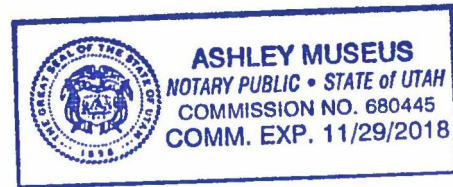
COUNTY OF LOS ANGELES

On February 11, 2016 before me ASHLEY MUSEUS, personally appeared ASHLEY MUSEUS, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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) in 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: Ashley Museus



### 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

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- ☐ PARTNER(S)    ☐ LIMITED  
                          ☐ GENERAL
- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER.. \_\_\_\_\_

\_\_\_\_\_  
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

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **I. Consultant will perform the following:**

- A Consultant shall prepare and provide the City with a "Tree Management Module" which shall:
  - 1 Be available m any computer, tablet, mobile device using the Chrome Browser
  - 2 Be able to track a single asset
  - 3 Be able to track coordinates and location m OpenStreetMap
- B. Consultant shall prepare and provide the City with a "Citizen Engagement with Mobile App" which shall
  - 1 Be robust and available for Android and iOS
  - 2 Be available m any computer, tablet or mobile device using Chrome Browser
  - 3 Include a web form/link for city website
  - 4 Include confi<sub>g</sub>urable fields for simple data entry
  - 5 Include citizen account creation and request tracking
  - 6 Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal
  - 7 Include tools for tracking internal and external requests
  - 8 Include robust reporting capabilities
  - 9 Be able to upload images and pdf files
  - 10 Track request location with X, Y coordinates
- C Consultant shall prepare and provide the City with a "Facilities Management Module" which shall
  - 1 Be available m any computer, tablet, er mobile device using Chrome browser
  - 2 Track assets such as I-NAC, plumbing, electrical, elevators, etc.

3. Track work orders for employee cost, inventory, and purchase orders
  4. Track maintenance schedules
  5. Include Inventory Management
  6. Include a user-friendly dashboard
- D. Consultant shall prepare and provide the City with a "Fleet Management Module" which shall
1. Be available on any computer, table, or mobile device using Chrome browser
  2. Include fuel log tracking and uploads
  3. Track work orders for employee cost, inventory, and purchase orders
  4. Track maintenance schedules
  5. Include Inventory management
  6. Include a user-friendly dashboard
- E. Consultant shall prepare and provide the City with a "Public Works Package" which shall
1. Include the following modules:
    - a) Work Management Module
    - b) Sign Management Module
    - c) Pavement Management Module
  2. Be available on any computer, tablet, or mobile device using the Chrome browser
  3. Track and manage work by location using OpenStreetMap
  4. Include work orders scheduling and templates
  5. Track inventory, parts, material
  6. Include Sign Management with OpenStreetMap
  7. Include Pavement Management with OpenStreetMap

- F. Consultant shall provide onsite backup services by sending a \*.BAK on a scheduled basis to an FfP server maintained by the City and in a schedule agreed upon in writing between the parties.
- G. Consultant shall provide a "Premium Data Package" for all modules and software provided under this Exhibit shall include 25MB file upload size and 100GB total storage.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A *N/A*

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**

A Upon request by the Contract Officer.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found reasonably satisfactory and accepted by City.**

**V. Consultant will utilize the following personnel to accomplish the Services:**

- A Nikki Ethington
- B. John Hansen
- C Alex Leo



## **EXHIBIT "B"**

### **SPECIAL REQUIREMENTS** (Superseding Contract Boilerplate)

- I. Section 2.2 of this Agreement shall be revised <sup>(g.)</sup> that it reads as follows:

"Invoices. Upon completion of Services under this Agreement to the reasonable satisfaction of the City, Consultant shall furnish to City an original invoice for all work performed and expenses incurred in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

- II. Section 5.1(g), "Cyber Liability Insurance," is hereby added as follows:

"Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence or, if a general aggregate limit is used, the general aggregate limit shall be twice the occurrence limit, and which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended



d Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

e Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A</b>	<b>Tree Management Module</b>	<i>NIA</i>	<i>NIA</i>	<b>\$1,172.00</b>
<b>B</b>	<b>Citizen Engagement with Mobile App</b>	<i>NIA</i>	<i>NIA</i>	<b>\$4,000.00</b>
<b>C</b>	<b>Facilities Management Module</b>	<i>NIA</i>	<i>NIA</i>	<b>\$2,500.00</b>
<b>D</b>	<b>Fleet Management Module</b>	<i>NIA</i>	<i>NIA</i>	<b>\$2,500.00</b>
<b>E</b>	<b>Public Works Package</b>	<i>NIA</i>	<i>NIA</i>	<b>\$4,000.00</b>
<b>F</b>	<b>Onsite Backup Services</b>	<i>NIA</i>	<i>NIA</i>	<b>\$500.00</b>
<b>G</b>	<b>Premium Data Package</b>	<i>NIA</i>	<i>NIA</i>	<b>\$1,228.00</b>
<b>H</b>	<b>Cyber Liability Insurance</b>	<i>NIA</i>	<i>NIA</i>	<b>\$5,000.00</b>

- 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 \$21,000.00, as provided in Section 2.1 of this Agreement.**
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1. NIA**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

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

		<b><u>Anticipated Start Set-Up</u></b>	<b><u>Deadline Date</u></b>
A.	<b>Public Works Package</b>	January 15 <sup>th</sup> 2017	February 15 <sup>th</sup> 2017
B.	<b>Citizen Engagement</b>	February 16 <sup>th</sup> 2017	March 1 <sup>st</sup> 2017
C.	<b><i>Fleet Management</i></b>	March 8 <sup>th</sup> 2017	March 23 <sup>rd</sup> 2017
D.	<b>Facilities Management</b>	March 24 <sup>th</sup> 2017	April 8 <sup>th</sup> 2017
E.	<b>Tree Management</b>	April 9 <sup>th</sup> 2017	April 20 <sup>th</sup> 2017
F.	<b>Misc/Make-up</b>	April 21 <sup>st</sup> 2017	May 1 <sup>st</sup> 2017
	<b>D.Facility Management</b>	March 24 <sup>th</sup> 2017	April 7 <sup>th</sup> 2017

**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. NIA**

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

01/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Cache Valley Insurance 94S Main Logan, UT 84321	CONTACT NAME: Shelli Larsen JM2 N1 (435)752-4560 shelli@cachevalleyinsurance.com	IN SURFACIS AFFORDING COVERAGE	NAIC#
INSURER D	IWork PO Box 3784 Logan, UT 84323	INSURER A: Pronressive Comnany -Advantane	INSURERS:	
		INSURERC:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: B

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL CLAIMS-MADE GEN AGGREGATE POLICY OTHER			EACH OCCURRENCE M9 MED EXP (Amj oos pABOn) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMPROP AGG
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	05284320-7	00/JB/Jmf, EJ3/18/1EJ17	SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per $\phi$ ) PROPERTY DAMAGE
	UMBRELLA LIAB EXCESS LIAB RETENTION \$			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSAATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? PERA TIONS below			E.L. EACH ACCIDENT E.L. DISEASE- BI EMPLOYEE E.L. DISEASE- POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Carson  
701 East Carson St  
Carson, CA 90749

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SOL)

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ACORD 25 (2014101)

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EXHIBIT NO. 2

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**iWorQ Systems**

P.O. Box 3784  
 Logan, UT 84323  
 USA

Voice: (435)755-5126  
 Fax: (866)379-3243

**INVOICE**

Invoice Number: 9909  
 Invoice Date: Feb 14, 2018  
 Page: 1  
*Duplicate*

**Bill To:**

Carson City California  
 City of Carson  
 701 East Carson  
 Carson City, CA 90745

**Ship to:**

Customer ID	Customer PO	Payment Terms	
Carson City		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/16/18

Quantity	Item	Description	Unit Price	Amount
12.00	CAM	Tree management Module	97.67	1,172.00
12.00	CTENG	Citizen Engagement Management W/Mobile App	333.33	4,000.00
12.00	FAC	Internet Facility Management Application	208.33	2,500.00
12.00	FLT	Internet Fleet Management Application	208.33	2,500.00
12.00	PWP	Public Works Package	333.33	4,000.00
12.00	BKUP	Back Up Management- Annual Cost	41.67	500.00
12.00	Data Package	Premium Data Package - 25 Mb Upload/100 Gb Storage	102.33	1,228.00
12.00		Cyber Liability Insurance	416.67	5,000.00
		iWorQ Systems Internet Software Management and Support March 2018 - February 2019.		
Subtotal				20,900.00
Sales Tax				
Total Invoice Amount				20,900.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>20,900.00</b>

Check/Credit Memo No:

Carson	Quote creation: 6/13/2018
701 E Carson Street Carson, CA 90745	Prepared by: Brady Hunsaker

## 1 QUOTE

Carson - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 92,797

<u>Applications and Services</u>	<u>Package Price</u>	<u>Billing:</u>
<b>Permit Management</b> - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Contractor portal, contractor licensing, configurable web link for citizens and contractors - Quarterly parcel upload - Up to 10 custom letters/permits/forms	\$4,250.00	Annual
<b>Online Applications Package</b> - Up to 5 configurable application forms - Includes iTransact for card processing and online payments - Includes Premium Data Package for data storage and upload (25 MB upload and 100 GB total file storage)  NOTE: iTransact has its own fees for transactions	\$2,250.00	Annual
ANNUAL TOTAL	\$6,500.00	

Set up and data conversion	WAIVED	Once
Grand total due	\$6,500.00	

### 1.1. Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.



- 4- This quote cannot be disclosed or used to compete with other companies.

## 2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of your iWorQ solution. These can be added to the customer's annual cost, upon request.

Onsite Backup - iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Interactive Voice Response (IVR) - used by contractors to schedule inspections via telephone.	\$1000	Annual
iTransact Card Processing - setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer website for citizens and contractors to submit permit requests, license requests, and make payments.	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

## 3. GUIDELINES

### 3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: [bhunsaker@iworq.com](mailto:bhunsaker@iworq.com)

Fax: 1 (866) 379-3243

**Mailing address:**

**PO Box 3784**

**Logan, UT 84323**

**Physical address:**

**1125 W. 400. N. Suite 102**

**Logan, UT 84321**

### 3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

### **3.3 Data conversion**

As part of the project set up, iWorQ may provide a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

## **4. SERVICES and SUPPORT**

### **4.1 Data ownership**

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

### **4.2 FREE training**

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

### **4.3 FREE updates**

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

### **4.4 FREE support**

Customer support and training are FREE and available from 8:00 AM. to 5:00 p.m. Mountain Standard Time.

### **4.5 FREE data back up**

iWorQ does back-ups twice weekly and offsite once weekly.

### **4.6 Proprietary letters/forms**

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

### **4.7 Data upload and storage limits**

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

### **4.8 Software Terms and Limitations**

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the Software. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or

decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software.  
(c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed  
Software for purposes of programming against it.

## 5. SET-UP & BILLING INFORMATION

### 5.1 Implementation information

Primary Contact(s) \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
Secondary Contact(s) \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

### 5.2 Billing information

Billing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_  
Email \_\_\_\_\_ Prefer to receive invoice by email? Yes ☐ No ☒  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
PO# \_\_\_\_\_ (if required) Tax exempt ID# \_\_\_\_\_

## 6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

_____ (Phone)	_____ (Mobile)	_____ (Email)
_____ (Signature)	_____ (Print Name & Title)	_____ (Date)