

RESOLUTION 2021 – 44

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE
BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS,
STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF A SERVICE
AGREEMENT BY AND BETWEEN THE BOROUGH OF MOUNT ARLINGTON
AND IWORQ SYSTEMS INC. FOR COMMUNITY DEVELOPMENT AND
PUBLIC WORKS SOFTWARE**

BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor is authorized to execute a Service Agreement by and between the Borough of Mount Arlington and iWorQ Systems Inc. for the use of iWorQ's services and applications as more fully set forth in such Service Agreement.

This Resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council at a Meeting held on March 2, 2021.

A handwritten signature in black ink, appearing to read 'Matthew N. Bansch', written over a horizontal line.

Matthew N. Bansch, Borough Clerk

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Mount Arlington borough 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. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 2-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____
Office Phone _____ Cell _____
Email _____

Secondary Implementation Contact _____ Title _____
Office Phone _____ Cell _____
Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____
Billing Address: _____
Office Phone _____ Cell _____
Email _____
PO# _____ (if required) Tax Exempt ID # _____



12.ACCEPTANCE:

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

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Mount Arlington borough	Population- 5,840
419 Howard Boulevard, Mount Arlington, NJ, USA	Prepared by: Joel Perkins

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Public Works Package (Infrastructure)</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Work Management *Sign Management *Pavement Management *Water Management *Sewer Management <p>-Available on any computer, tablet, or mobile device -Track and manage work and asset(s) by location using OpenStreetMap -Work order scheduling and templates -Track labor, inventory, parts, and material -Track MUTCD, condition, reflectivity, etc. -Track manholes, hydrants, valves, lines etc. -Track pavement condition, distress, treatments, etc. -Track pumps, manholes, and collection sub-assets</p> <p>GIS RestServices Public Works -iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data weekly: Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually.</p> <p>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.</p>	\$8,400	Annual



<p>Stormwater Package</p> <p>Package includes:</p> <ul style="list-style-type: none"> -Work Management -SWPP Permit Management -Capital Asset Management <p>- Available on any computer, tablet, or mobile device using Chrome browser</p> <ul style="list-style-type: none"> - Track work orders and maintenance history for MS4 compliance - Track location using asset management with OpenStreetMap - Issue permits (SWPP) - Track inspections and compliance - Manage and reduce illicit discharge - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. 	<p>Included</p>	<p>Annual</p>
<p>Fleet Management</p> <ul style="list-style-type: none"> -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports 	<p>Included</p>	<p>Annual</p>
<p>Citizen Engagement Package</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Citizen Engagement *TextMyGov Application <p>Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS.</p> <p>Allow citizens & employees to Text problems in, including photos and locations, find answers, links to agency website, and seamlessly access those items in the iWorQ software.</p> <p>Includes premium data package (25mb file upload size and 100gb total storage).</p> <ul style="list-style-type: none"> -TextMyGov is provided with a separate contract (2-year Term) -Includes 50,000 texts annually 	<p>*Included With TextMyGov Agreement*</p>	<p>Annual</p>
<p>Subscription Fee Total (This amount will be invoiced each year)</p>	<p>\$8,400</p>	<p>Annual</p>



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

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$6,000	Included	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$11,900	Included	Year One
Grand Total Due Year 1	\$20,300	\$8,400	

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until 3/5/2021.
- III. Discounts provided are contingent on the agreement being signed/executed on or before 3/3/2021.
- IV. This cost proposal cannot be disclosed or used to compete with other companies.

