

**RESOLUTION NO. 2019 - 33**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
AND PERFORM A CERTAIN AGREEMENT; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely an agreement with:

- iWorQ Community Development and Public Works Software

(collectively, the "Agreement") copies of which have been submitted to the Searcy City Council (see Exhibit "A" attached hereto); and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute and perform under the terms of, the Agreement.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2019.

/s/ Kyle Osborne  
Mayor of Searcy

ATTEST:

/s/ Jerry Morris  
City Clerk

EXHIBIT A

Searcy, Arkansas	Quote creation: 10/15/2019
401 W. Arch Avenue, Searcy, AR 72143	Prepared by: Adam Laing and Nick Bishop

## 1. QUOTE

Searcy- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 23,916

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
<b>Community Development Package</b> - Available on any computer, tablet, or mobile device using Chrome browser - Code Enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Track contractors and their associated permits and inspections - Free letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.	<b>\$8,000</b>	Annual
<b>Portal Home</b> *Permit Portal *Code Enforcement Portal -Configurable portal for ease of applying for permits and tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases on the map -Apply for licenses online & view current list of licenses -Includes Premium Data (25 MB Uploads, 100 GB Total Storage) -3 Custom Forms -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -Ensures better communication with citizens and allows for easy interaction	<b>\$3,500 Included</b>	Annual
<b>License Management</b> - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, rentals, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation - Online renewal capabilities	<b>\$3,500</b>	Annual
<b>ANNUAL TOTAL</b>	<b>\$15,000</b>	
	<b>\$11,500</b>	

Setup, training, and system configuration	\$10,000	Once
	\$5,000	
<b>Grand total due</b>	<b>\$25,000</b>	
	<b>\$16,500</b>	

## Notes

- 1- This quote and the discounts herein are provided at the customer's request and is good until November 13<sup>th</sup>, 2019. Invoices for the amount above will be sent out January 1st, 2020 (Net 30 Terms) and is contingent upon disbursement and availability of pre-approved funds. If funds are not available or final approval is not granted to the City, iWorQ will not send an invoice and the agreement will be canceled and will be null and void.
- 2- Invoices moving forward will be sent out on the anniversary date of January 1st for each year thereafter. Invoice terms are Net 30.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated.

## 2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual\* cost, upon request. The services listed below may already be included in the quote in Section 1.

<b>Additional Storage</b> – Each unit of storage contains an additional 100 GB.	\$250	Annual
<b>Plans Review and Annotation</b> – Requires premium data package to use. Draw and annotate on plans; save data in layers on plans; and place watermarks on plans.	\$2,500	Annual
<b>Onsite Backup</b> – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
<b>Monthly Parcel Update</b> – iWorQ will import an electronic file on a scheduled basis from a file stored on an FTP server maintained by the Customer.	\$500	Annual
<b>Payment Processing</b> – setup merchant account and gateway through Syncopal Payments so card payments can be received online and recorded in iWorQ.	\$1,000	Annual

*\*Additional services are subject to setup fees which are 2/3 of the annual cost.*

## 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: [sales@iworq.com](mailto:sales@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 Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial year, by providing iWorQ a 30-day written notice.

### **3.3 Data conversion**

As part of the project setup, iWorQ provides 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. iWorQ will disburse data within 30 days of written notification.

### **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 6:00 A.M. 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. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. 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. SETUP & BILLING INFORMATION

#### 5.1 Implementation information

Primary Contact(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Additional 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)

