

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

The City of Redondo Beach, a chartered municipal corporation here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ"), a Utah corporation 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. However, Customer shall retain all rights, title, and interest in and to all data it provides or inputs into the iWorQ service(s) and application(s). Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. Regardless, iWorQ will use commercially reasonable efforts to complete the implementation within the mutually agreed upon timeframe, provided that Customer meets its obligations under this Agreement. 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 will 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.

iWorQ will work with Customer to ensure data from CTS (or other third-party sources)

is provided in a format agreed upon by both parties prior to the import.

4. CUSTOMER DATA:

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

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

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes shall be provided based on the application(s) and service(s) listed in Appendix A. For large datasets and files, such as plans exceeding this limit, iWorQ will work with the Customer to ensure adequate storage solutions. Additional storage or upload capabilities may be negotiated based on actual usage and needs.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

iWorQ shall perform regular backups of Customer data and retain backup copies for at least 30 days. In the event of data loss or corruption caused by iWorQ, iWorQ shall promptly restore the data to the last available backup at no additional cost to the Customer.

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 from the date of the invoice. 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. Support and services fees may increase in

subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-Year Term, either party may terminate this Agreement by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

Upon termination or expiration of this Agreement, iWorQ shall:

- at no additional cost, provide Customer with a complete and secure download of all Customer data in an editable format within three to five days; and
- securely delete or destroy all Customer data in its possession, including all backups and copies, in accordance with industry-standard practices.

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. DATA SECURITY AND CYBER LIABILITY:

Security Measures: iWorQ shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer data. These measures shall include, but are not limited to, encryption of data at rest and in transit, intrusion detection systems, and regular security assessments.

Data Breach Notification: In the event of any unauthorized access to or disclosure of

Customer data (a "Data Breach"), iWorQ shall promptly notify the Customer within 48 hours of becoming aware of the Data Breach and shall cooperate fully with Customer in any investigation and mitigation efforts. Data Breach is the unauthorized or unlawful acquisition of personal information that compromises its security, confidentiality, or integrity, including without limitation, the loss, alteration, or disclosure of personal data.

iWorQ shall ensure that any subcontractors or third-party service providers who have access to Customer data are bound by written agreements that require them to provide at least the same level of protection for Customer data as is required by this Agreement.

Both iWorQ and Customer agree to comply with all applicable federal, state, and local laws and regulations concerning the privacy and security of personal information, including but not limited to the California Consumer Privacy Act (CCPA) and any other applicable data protection legislation.

10. INDEMNIFICATION:

Each party agrees to indemnify, defend, and hold harmless Customer (the City), its officers, employees, agents, and contractors from and against any and all claims, demands, liabilities, damages, judgments, or losses to the extent arising out of or relating to:

- a breach of this Agreement by iWorQ,
- any violation of law by iWorQ, or
- iWorQ's negligent or willful misconduct.

Additionally, iWorQ shall indemnify the Customer for:

- any infringement or violation of any third-party intellectual property rights by iWorQ, or
- any data breach or unauthorized access to Customer data caused by iWorQ's negligence, or willful misconduct.

11. INSURANCE REQUIREMENTS:

Customer has reviewed and accepted the existing Certificate of insurance. iWorQ shall maintain insurance coverage in compliance with the limits specified in the Certificate of Insurance at the time of execution of this Agreement.

Upon request, iWorQ shall provide certificates of insurance evidencing coverage, and notify the Customer of any changes or cancellations in coverage.

12. MISCELLANEOUS PROVISIONS:

This agreement will be governed by and construed in accordance with the laws of the state of Utah. Any legal action or proceeding related to this agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

13. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (required) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

14. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

15. 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.

CITY OF REDONDO BEACH

Signature _____

Effective Date: _____

Printed Name James A. LightTitle Mayor

Office Number _____

Cell Number _____

ATTEST:

APPROVED AS FORM:

Eleanor Manzano, City Clerk_____
Michael W. Webb, City Attorney**iWorQ**

DocuSigned by:
Garyn Perrett
5B4705F54042453...

Signature _____

Printed Name Garyn PerrettTitle president CEO

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Redondo Beach	Population- 69,781
415 Diamond Street, Redondo Beach, CA 90277	Prepared by: Peter Vernon and Jeff Penrod

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc) -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Contractor Status Updates via Text -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Inspection Routing -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes access to 21 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters Note: Any adjustments made to the templates will result in a custom form -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency	\$30,000	Annual

will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data. 2. The Rest Service data contains the information needed for system functionality and field types match. a. The format of that data must conform to iWorQ Systems Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)		
Permit Management – Planning and Zoning - Available on any computer, tablet, or mobile device using Chrome Browser - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	\$14,000	Annual
Bluebeam Integration iWorQ integration with Bluebeam Studio Prime *StudioPrime is required for integration and all Bluebeam products will need to be purchased directly from Bluebeam or authorized distributor/dealer.	\$1,500	Annual
Single Sign On (SSO) -Single Sign On (SSO) Services.	\$2,500	Annual
Additional Web Forms for Online Portal (20) Additional Web forms for Online Permit Applications. (Total Web Forms = 23)	\$2,000	Annual

Note: Additional Web Forms can be purchased as needed: \$500/annually for 3		
Additional Storage -Allows for 100MB file upload size -Gives you 500GB of total storage	Included	Annual
Permit Management - Solar -Available on any computer, tablet, or mobile device using Chrome Browser -Track Solar Permits -Track fees and payments -Inspection and plan review tracking -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters Solar Permitting Portal Form - Data form with required fields - Rejects applications that do not meet industry standards - Requires payment of fees before permit can be printed - Issues a solar permit Card upon successful application and payment	\$5,000	Annual
Contractor License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Contractors -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	\$10,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$65,000	Annual

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

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$40,000	\$40,000 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)	\$45,900	\$40,000 Included	Year One
Grand Total Due Year 1	\$110,900	\$105,000 \$65,000	Year One Total

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2024

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	CONTACT NAME: Jill Roberts		
Leavitt Group of Northern Utah	PHONE (A/C, No, Ext): (435)752-1351	FAX (A/C, No): (866)553-5245	
120 West Cache Valley Blvd	E-MAIL ADDRESS: jill-roberts@leavitt.com		
Suite 110	INSURER(S) AFFORDING COVERAGE		NAIC #
Logan UT 84321	INSURER A: Continental Casualty Company		A20443
INSURED	INSURER B:		
iWorQ Systems Inc., Public Works 1, Text My Gov	INSURER C:		
P0 Box 3784	INSURER D:		
Logan UT 84323	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:23-25 & 24-25

REVISION NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			B 4017702097	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices liab \$ 250,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			B 4017702097	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			B 4034561998	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology Errors & Omissions			6021379795	2/10/2024	2/10/2025	Each Claim / Aggregate 1,000,000 Deductible Each Claim 10,000

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

CERTIFICATE HOLDER

ty@iworq.com

iWorQ Systems Inc.
P0 Box 3784
Logan, UT 84323

CANCELLATION

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

Jill Roberts/JIROBE

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