

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

City of Angleton 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. I. This proposal includes Public Works 1 Engineering Services included at no additional cost if agreement is signed and returned prior to March 31st, 2022. That agreement is included below for reference.

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 3-YEAR TERM, without cause if the terminating party gives the other party thirty (30) 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).

Non-Appropriation of Funds: The City Acknowledges that there has been sufficient funding appropriated for the agreement for the 2022-2023 Fiscal Year. It is mutually agreed that if, for any subsequent fiscal years covered under this agreement, insufficient funds are appropriated to make the payments called for by this agreement, this agreement shall be of no further force or effect. In this event, the City shall have no liability to pay any further funds whatsoever to Contractor of furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this agreement. If funding for any future fiscal year is reduced or deleted for the purposes of this program, the City shall have the option to cancel this Agreement with a 30-day written notice.

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. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

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

11. 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

City of Angleton	Population- 19,431
121 S Velasco St, Angleton, TX 77515-6023	Prepared by: Cade Gunnell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<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 -Includes Premium Data Package 25MB uploads/100GB total storage</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</p>	\$15,000	Annual

minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.		
<p>Fleet Management w/Internal Fleet Request</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 -Allows employees to submit work request through an online portal -Configurable dashboard, fields, and reports 	\$6,000	Annual
<p>Facilities Management Package</p> <p>Includes:</p> <ul style="list-style-type: none"> *Facilities Asset Management *Work Management *Internal Facilities Request <ul style="list-style-type: none"> -Available on any computer, tablet, or mobile device -Track assets such as HVAC, plumbing, electrical, elevators, etc. -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Allow Employees to submit work requests through online portal -Configurable dashboard, fields, and reports 	\$6,000	Annual
<p>Onsite Backup</p> <ul style="list-style-type: none"> -iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer. 	Included	Annual
<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>	Included in TMG Agreement	Annual

-TextMyGov is provided with a separate contract (2-year Term) -Includes 75,000 texts annually		
Subscription Fee Total (This amount will be invoiced each year)	\$27,000	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	\$19,000	\$19,000	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)	\$24,900	\$19,000	Year One
Grand Total Due Year 1	\$51,900	\$46,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. This proposal includes Public Works 1 Engineering Services included at no additional cost if agreement is signed and returned prior to April 28th, 2022. That agreement is included below for reference.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until April 28th, 2022.
- III. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out October 1st, 2022.
- IV. This cost proposal cannot be disclosed or used to compete with other companies.

PublicWorks1 Agreement

For Asset & Data Tracking Services

Angleton, TX here after known as (“Customer”), enters into THIS SERVICE (S) AGREEMENT (“Agreement”) with PublicWorks1 Inc. (“PW 1”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. Data Tracking Services

PW 1 will send staff member(s) onsite to track requested street-level imagery, assets, and GPS data points utilizing our Trimble MX7 high resolution camera and / or a pavement condition assessment if requested. The price in Appendix A is based on the mileage provided by the Customer.

2. Customer Responsibility

Customer agrees to provide the time, resources, and personnel to assist in scheduling and completing the onsite assessment, and 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 implementation team. iWorQ can provide project management and implementation document upon request.

3. Customer Data & Software Terms of Access

Customer acknowledges that an iWorQ Service(s) Agreement is required and has been entered into, in conjunction with this agreement for a term of 3 years, and that customer is authorized to access and track the converted PW 1 data in the associated iWorQ software applications.

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 6. 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).

Street Level imagery is provided through iWorQ. Street Level imagery (360 Degree JPG) will not be downloadable through iWorQ. PW1 will make the imagery publicly available.

4. Billing:

PW 1 will invoice Customer after the team has come onsite and completed the data collection and/or assessment. The invoice will be generated and sent 2 weeks after the field work has been completed. PW 1 will send invoice by mail and by email to the address listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service 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.

5. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party thirty (30) 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.

Termination will discontinue all application(s) and or service(s) under this Agreement; PW1 will provide customer with an electronic copy of all of Customer's data, if requested by the Customer. Backups will be completed within 3-5 business days.

6. 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".

7. ACCEPTABLE USE:

Customer represents and warrants that the applications and services 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 applications and services.

8. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

9. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

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

10. 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 _____

PublicWorks1 Price Proposal

Angleton, TX	Centerline Miles: Based on 110 to 140.
121 S Velasco St, Angleton, TX 77515	Prepared by: Dallin Stott

Service & Travel Fees

PublicWorks1 Services	Package Price	Billing
Data Collection and Asset Conversion Package includes: -Trimble MX7 Image Collection -Data Conversion -Presented/Delivered Data Shapefile for the following assets: 1. <i>Hydrants</i> 2. <i>Signs</i>	\$20,000	Included
Travel Expenses	\$6,000	One-Time
Services Total (This amount will be invoiced once)	\$26,000 Included	One-Time Total

NOTES & SERVICE(S) DESCRIPTION

- V. Invoice for the Service(s) will be sent out 2 weeks after the field work has been completed
- VI. **This agreement is contingent upon iWorQ Systems Public Works quote signed and returned prior to April 28th, 2022.**
- VII. This cost proposal cannot be disclosed or used to compete with other companies.
- VIII. A Centerline and Parcel geodatabase is required by the Customer.
- a. Please provide contact details for person responsible for Centerline and Parcel files:
- b. Name: _____ Cell: _____