



CITY OF MCCLEARY

Council Agenda Item Submission Form

SUBMISSION INFORMATION

Department: Building Department Submitted By: Dalyn Beaulieu
Title / Position: Public Works Planning Assistant Meeting Date: Wednesday, Oct. 14th

AGENDA ITEM INFORMATION

Agenda Item Title: Request For Software Approval-Iworq

Item Type: ☐ Discussion ☒ Action ☐ Information ☐ Presentation ☐ Consent

Brief Summary:

The iWorQ platform will streamline permit management, code enforcement, inspections, plan review, and online
citizen services, improving efficiency, customer service, recordkeeping, and transparency. Funding for the software will
be supported by the recently adopted building permit fee schedule, specifically the technology fee applied to all permits.

Purpose / Background:

Implementing IworQ will improve operational efficiency, customer service, record management, and regulatory compliance,
allowing the city to deliver services more effectively and respond more efficiently to community development needs.
I negotiated a to not include 10% state tax and \$1000 off start up fees.

RECOMMENDED COUNCIL ACTION

Recommended Motion / Action: Request to approve Iworq software

FISCAL IMPACT

Fiscal Impact? ☐ Yes ☒ No

Estimated Cost: \$9,400 Funding Source / Account #: _____

Budget Available? ☒ Yes ☐ No

If yes, describe:

ATTACHMENTS

☒ Staff Report ☐ Resolution / Ordinance ☒ Contract / Agreement ☐ Budget Information
☐ Maps / Diagrams ☐ Photos ☐ Other: _____

APPROVALS

Department Head: _____ Date: _____

City Administrator: _____ Date: _____

City Attorney Review: _____ Date: _____



City of McCleary
Home of the McCleary Bear Festival

iWorQ Software Benefits to the City of McCleary

The iWorQ Community Development system will help the City of McCleary modernize permit processing, code enforcement, inspections, and citizen services through a single cloud-based platform.

Key Benefits:

- Streamlines permit and development review processes.
- Provides online applications, payments, and status tracking for residents and businesses.
- Improves code enforcement and inspection recordkeeping.
- Reduces staff workload through automation and centralized records.
- Enhance transparency, accountability, and reporting capabilities.
- Provides secure cloud-based storage and remote access.
- Supports future growth while maximizing efficiency for small staff.
- The City of Elma currently utilizes the iWorQ platform and has experienced positive results using the system to manage community development activities.
- The City's Building Official is already familiar with the iWorQ software, which will help streamline implementation, reduce the learning curve for staff, and support a more efficient onboarding process.

Overall Benefit:

Implementing iWorQ will improve operational efficiency, customer service, record management, and regulatory compliance, allowing the city to deliver services more effectively and respond more efficiently to community development needs. The software's successful use by neighboring jurisdictions, combined with the Building Official's existing knowledge of the platform, positions the City of McCleary for smoother implementation and a quicker realization of operational benefits.

Sincerely,

Public Works Planning Assistant

Dalyn Beaulieu



Service Agreement

For iWorQ Applications and Services



Prepared for:

McCleary
100 South 3rd Street McCleary, WA 98557
Population: 1997

Prepared by:

Dylan Tribett
iWorQ Systems

Agreement ID: 264136



AMENDMENTS & EXCEPTIONS

AMENDMENTS AND EXCEPTIONS TO STANDARD SERVICE AGREEMENT

This section outlines approved amendments and exceptions to standard terms. In the event of a conflict, the terms in this section shall supersede the standard terms of this Agreement, but only to the extent expressly stated herein. All other provisions of the Agreement remain unchanged and fully enforceable.

Amendment - 10% State Service Fee

- 10% Annual service fee for cost of doing business in the State of Washington

Amendment - Setup Discount

- iWorQ Systems will waive \$1,000.00 of the Standard Pricing Setup Fee, if agreement is signed and returned by 10-30-2026



McCleary hereafter 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 iWorQ application(s) and service(s) including the application(s) and service(s) listed in 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.

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. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. iWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

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



Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers 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 for: (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 citizen over the web, and (4) For data sent to the Customer by iWorQ.

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 requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices 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 the 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 and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. 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.



Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); 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, 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.

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. MISCELLANEOUS PROVISIONS:

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

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact: (* all fields required)

Name*: Dalyn Beaulieu Title*: Public Works Planning Assistant
Office Phone*: 1-360-495-3667 Ext.161 Cell*: 1-360-470-9650
Email*: dalynd@cityofmccleary.com

Secondary Implementation Contact: (* all fields required)

Name*: Bradley Eisold Title*: Building Official
Office Phone*: 1-360-495-3667 Ext. 114 Cell*: 1-360-701-0188
Email*: bradley@pnwcdc.com

**Portal Setup Contact: (* all fields required)**Name*: Dalyn BeaulieuTitle*: Public Works Planning AssistantOffice Phone*: 1-360-495-3667 Ext. 161Cell*: 1-360-470-9650Email*: dalynd@cityofmccleary.com

(This person is responsible for placing the iWorQ Portal Link 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 agency website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

Portal Setup Contact Signature*:
11. CUSTOMER BILLING INFORMATION: (* all fields required)Billing Contact*: Nakisha Pryor Title*: City Deputy ClerkBilling Address*: 100 S 3rd Street McCleary WA 98557Office Phone*: 1-360-495-3667 Ext. 100 Cell*: _____Email*: Nakishap@cityofmccleary.comPO #: 26121 Tax Exempt ID # (required): 91-6001456

Note: If a tax-exempt number is not provided, a 10% service increase will be added to the yearly invoice.

12. ACCEPTANCE: (* all fields required)

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

Signature*: _____

Effective Date*: _____

Printed Name*: Andrea DahlTitle*: MayorOffice Phone*: 360-495-3667Cell*: 1-360-470-0050

Unless otherwise stated, Service Period starts the first day of the month after signature and Effective Date.

APPENDIX A
APPLICATIONS, SERVICES AND PRICING SCHEDULE

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Standard Billing Terms

Recurring Fees:

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	\$6,250.00	Annual Invoice	11-01-2026 - 10-31-2027

Setup Fees

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	\$3,150.00	Agreement Setup Amount	60 Days after Kickoff

Annual Subscription Fees

Application ID	Package / Classification	Application Name	Standard Pricing	Agreement Pricing
600	E - Added	Permit Management	\$6,250.00	\$5,625.00
400	E - Added	Code Enforcement	\$0.00	\$0.00
1000	E - Added	Portal Home	\$0.00	\$0.00
ADD-22	Added	Payment Processing (Payroc)	\$0.00	\$0.00
ADD-28	Added	Plan Review Management	\$0.00	\$0.00
Spec-2	Added	10% State Service Fee	\$625.00	\$625.00

Subscription Fee Total (This amount will be invoiced each year) \$6,250.00

One-Time Setup

Service(s)	10% State Service Fee	Standard Pricing	Agreement Pricing
Implementation and Setup Cost (Year 1)	\$315.00	\$4,150.00	\$3,150.00



Recurring Agreement Pricing	\$6,250.00
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Agreement Setup	\$3,150.00
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Total Due Year 1	\$9,400.00
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NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date. Any changes to billing must be included in approved Amendments & Exceptions.
- 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.



Package(s) Purchased

ComDev
Community Development Enterprise

Product Descriptions

Application / Feature	CD Basic	CD Department	CD Enterprise
Permit & Code Management	x	x	x
Available on Multiple Device Types	x	x	x
Configurable Reporting	x	x	x
Fees & Payments	x	x	x
Inspection & Plan Review	x	x	x
Sensitive File Uploads	x	x	x
OpenStreetMap w/ Quarterly Updates	x	x	x
Access to iWorQ Letter Template Library	x	x	x
File Usage Allowance	x	x	x
Custom Letters*	x	x	x
Custom Web Forms / Form Flows*		x	x
Online Portal		x	x
Online Citizen Messaging		x	x
Multi-Step / Conditional			x
Access to iWorQ Web Form Templates			x
Card Payment Processing			x
Texting Capabilities			x
Configurable System Workflows			x
iWorQ Notifications			x
Inspection Routing			x
Scheduled Reports*			x
GIS REST Services**			x
XworQ AI Features			x



* Available for Expansion Purchase

****GIS REST Services Requirements:**

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 will allow iWorQ to be added to the user group of that data.
 - 1.1. 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.
 - 2.1. The format of that data must conform to iWorQ Systems

iWorQ will update property details monthly. Annual fees are \$500 per layer.

*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.

Plan Review Management

- Draw, Annotate, & Place watermarks on plans
- Save data in layers on plans

Note: Must have premium data to use.