

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 01/28/2025

Meeting Date: 02/10/2025

Submitted By: Dan Milam

Department: Information Technology

Signature of Elected Official/Department Head:

Dan Milam

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration to approve iWorq.

(May attach additional sheets if necessary)

Person to Present: Dan Milam

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 1 minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☒ IT ☒ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) Constable Matt Wylie

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Johnson County, TX (Precinct 1), hereafter known as ("Customer"), enters into THIS SERVICE(S) 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 authorize 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.

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 document 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.

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.

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 25MB and 100GB 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.

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.

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 and could double your annual cost. 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 (the "Initial 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 Customer terminate any part of the 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 expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide 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 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).

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact Janessa Ramirez Title Enterprise Application Manager
Office Phone 817-556-6366 Cell _____ Email jramirez@johnsoncountytexas.org
Secondary Implementation Contact Matt Wylie Title Constable Precinct 1
Office Phone 817-556-6163 Cell _____ Email mwylie@johnsoncountytexas.org

11. CUSTOMER BILLING INFORMATION:

Billing Contact Information Technology Title _____
Office Phone 817-556-6366 Cell _____ Email itinvoices@johnsoncountytexas.org
PO# TBD (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: 2-10-25

Printed Name Christopher Boedeker

Title County Judge

Office Number 817-556-6360

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Johnson County, TX (Precinct 1)	Population- <u>202906</u>
204 S. Buffalo Ave. #407 Cleburne , TX 76033	Prepared by: Matthew Hansen

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Work Management - Available on any computer, tablet, or mobile device using Chrome browser - Track and manage work by location with OpenStreetMap - Work order scheduling and templates - Track inventory, parts, material -Configurable dashboard, fields, and reports	\$4,600.00	Annual
Fleet Management Fleet Management: - Available on any computer, tablet, or mobile device using Chrome Browser - Fuel log tracking and uploads with a CSV or TXT file - Work orders for employee cost, inventory, and purchase order tracking - Manage and maintain a maintenance schedule - Inventory management – having the capability to track and maintain parts you keep on hand - Configurable dashboard, fields, and reports Fleet Request: - Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. - Web form/Link for mechanics/employees. - Search ability for mechanics/employees for previous maintenance requests. - Ability to create work orders from the vehicle maintenance requests. - Configure reports from maintenance requests.	\$0.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$4,600.00	

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>
One-Time Setup Total (This amount will be added year 1)	\$3,066.00	\$500.00	Year One

NOTES SERVICE(S) 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.

**Anti-Boycott, Anti-Discrimination, Child Support Arrearage, and China Tech
Prohibition Verifications**

Chapter 2270 of the Texas Government Code, Chapter 2252 of the Texas Government Code, Chapter 809 of the Texas Government Code, and Chapter 2274 of the Texas Government Code are statutes that prohibit certain vendors from contracting with governmental entities if they boycott Israel, are listed as a company that conducts business with terrorist organizations by the Texas Comptroller, boycott energy companies, or discriminate against firearm or ammunition entities or trade organizations, respectively. Such state laws require written verification (per the statement below) by a for-profit organization that is not a sole proprietor, has at least 10 full-time employees, and the contract with the governmental entity has a value of at least \$100,000 before a Texas governmental entity may enter into a contract with the company for goods or services involving the expenditure of public funds.

STATEMENT:

Company hereby certifies that:

- 1. It is not a company identified on the Texas Comptroller's list of companies (<https://comptroller.texas.gov>) known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State;*
- 2. Neither Company, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel;*
- 3. Neither Company, nor any affiliate, subsidiary, or parent Companies boycotts energy companies; and*
- 4. It does not discriminate against a firearm entity or firearm trade association.*

Company agrees that Company and affiliate, subsidiary, or parent Companies will not engage in the activities listed above during the term of this Agreement. For purposes of the Agreement, the term "boycott" shall have the meaning set forth in Chapter 2271 and Chapter 809 of the Government Code, as applicable.

Company certifies by signature of its authorized representative on this document that it does and will so long as any Agreement is in effect with Johnson County, Texas comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) that by their terms are applicable to the Company in its capacity as an information technology services provider providing services to Johnson County, Texas, and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the United States Government.

Company certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named below is not ineligible to receive the specified payment(s) and acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate. Company states that it is not ineligible to receive State or Federal funds due to child support arrearages.

Company Name: iWork Systems INC.

Signature of Company's Authorized Official: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

VERIFICATION

COUNTY OF _____

BEFORE ME the undersigned authority, _____ appeared on behalf of _____ (company), who did verify that the above Statement is true.

Brady Hunsaker
Goldenwest Credit Union
Kaleigh Flannery

Kaleigh Flannery

Notary Public, State of _____

