City of Parma Heights
Council Meeting

6281 Pearl Road
Monday, May 8, 2023
7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES:
- **APRIL 24, 2023 – CITY COUNCIL WORK SESSION**
- **APRIL 24, 2023 – PARMA HEIGHTS CITY COUNCIL MEETING**

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS:
- **PLANNING COMMISSION UPDATE – COUNCILMAN HAASE**

PUBLIC SESSION

LEGISLATION

Second Reading

1. **ORDINANCE NO. 2023 – 26**

   AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES WITH IWORQ SYSTEMS, INC., AND DECLARING AN EMERGENCY

   First Reading

2. **ORDINANCE NO. 2023 – 28**

   AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE BLOSSOM AVENUE LINING PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

ADJOURNMENT

ORDINANCE NO. 2023 - 26

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES WITH IWORQ SYSTEMS, INC., AND DECLARING AN EMERGENCY

WHEREAS, the Director of Public Service has determined the need for and recommends community development and public works software services to improve work flow management; and

WHEREAS, the use of the software services provided by iWorQ Systems, Inc. will improve efficiency within the Department of Public Service.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and iWorQ Systems, Inc. in the form identified as Exhibit "A" attached hereto, and made a part hereof as though fully rewritten.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to continue uninterrupted vital services; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

_____
PRESIDENT OF COUNCIL

ATTEST: _____
        CLERK OF COUNCIL

_____
APPROVED

FILED WITH
THE MAYOR: _____

_____
MAYOR MARIE GALLO

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

City of Parma Heights 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 and B. This agreement will govern all application(s) and service(s) listed in Appendix A and B.

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. Implementation may continue beyond sixty (60) days, as necessary, to ensure service is delivered and to resolve software implementation. Following implementation, account managers will continue to call, provide remote training, and send summary emails to Customer monthly. iWorQ can provide project management and implementation documents upon request. iWorQ shall provide project management and implementation documents within a reasonable time following a Customer 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. Following the iWorQ import of the Customer's data, the account manager will perform and provide project management, document implementation, and email a summary to the Customer, and continue to manage the import of Customer data. 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 and B.

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 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 and B.

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".

In the event that Customer Support fails to succeed with importation and integration, without regard for cause or fault, the Customer may reasonably request further assistance of account managers and training staff. iWorQ agrees to reasonably respond to Customer requests for additional assistance and to perform operational assessments to achieve importation and integration of systems.

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 and B. Terms of the invoice are net 30 days. 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.

7. TERMINATION:

The term of this agreement shall be three (3) years, commencing on the date of final execution of this contract. Either party may terminate this agreement after the initial year of the contract, without cause, if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and/or

service(s), the balance due, prorated to the date of termination, will immediately become due. In the event of such a termination, Customer shall not be liable for any amounts or balance after the effected termination date. 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 (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will preserve and provide customer with an electronic copy of all of Customer's data (within 3-5 business days), if requested by the Customer.

During the term of the Agreement, the Customer may request that iWorQ export a copy of all of Customer's data, for a cost of no more than $2,500. At any time, as often as desired, the Customer may export a copy of all of Customer's data at no cost; and all provisions of this Agreement will continue.

iWorQ agrees that the Customer's Price Proposal for the entire three (3) year term shall be maintained and honored, during which time the price will not be increased.

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 representatives 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 Parma Heights	Population- 20,543
6281 Pearl Road Parma Heights, Ohio 44130	Prepared by: Devon Bartlett

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage	$10,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	$10,000	Annual

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

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	~~$6,600~~ $3,000	~~$6,600~~ $3,000	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)	~~$12,500~~	~~$6,600~~ $3,000	Year One
Grand Total Due Year 1	~~$22,500~~	~~$16,600~~ **$13,000**	Year One

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. Pricing concession for setup of $3,600 requires the agreement to be signed and returned to iWorQ Systems on or before May 9, 2023.

III. This cost proposal cannot be disclosed or used to compete with other companies.

iWorQ Service(s)
Agreement APPENDIX B

iWorQ Price Proposal

City of Parma Heights	Population- 20543
6281 Pearl Road Parma Heights, Ohio 44130	Prepared by: Marty Smith

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home to include all licensing applications *PayRoc Online credit/debit card processing integrated with iWorQ. -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 -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -3 Scheduled Reports -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library	~~$24,000~~ $20,000	Annual

and up to 3 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service. 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)		
12 Additional Web Forms for Online Portal for a total of (15)	**Included**	Annual
Rental License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Rentals -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	**Included**	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	**Included**	Annual
Business License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3	**Included**	Annual

custom letters -Reminder letter generation		
Subscription Fee Total (This amount will be invoiced each year)	~~**$24,000**~~ **$20,000**	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	~~$16,000~~	~~$16,000~~ **$7,000**	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)	~~**$21,900**~~	~~**$16,000**~~ **$7,000**	Year One
Grand Total Due Year 1	~~**$45,900**~~	~~**$40,000**~~ **$27,000**	Year One

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. Pricing concession of recurring software applications of $4,000 and Setup pricing concession of $9,000 requires the agreement to be signed and returned to iWorQ Systems on or before May 9th, 2023.

III. This cost proposal cannot be disclosed or used to compete with other companies.

ORDINANCE NO. 2023 - 28

AN ORDINANCE AUTHORIZING AND DIRECTING AN EXPENDITURE FOR THE BLOSSOM AVENUE LINING PROJECT, AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR COMPETITIVE BIDS, AND AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A WRITTEN CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFORE, AND DECLARING AN EMERGENCY

    WHEREAS, the Council of the Municipality of Parma Heights has been advised of the necessity that the items, noted in the title, be authorized and directed in accordance with the provisions of Article V Section 6 of the Charter of the City of Parma Heights.

    NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

    Section 1: The expenditure of monies of this municipality for items as noted in the title, which expenditure is now estimated to exceed $50,000.00, is authorized and directed. The expenditure shall be made from monies appropriated for such purpose.

    Section 2: The Director of Public Service is authorized and directed to advertise for competitive bids for such expenditure at least once in a newspaper of general circulation within the Municipality and to post such Invitation to Bid on the City of Parma Heights official web page.

    Section 3**:** The Administration is authorized and directed to enter into a written contract with the lowest and best bidder after such advertising, said lowest and best bidder to be determined by motion of this Council.

    Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

    Section 5**:** This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to authorize and direct such expenditure in order that the Mayor may enter into a contract therefore, after competitive bidding in accordance with applicable laws; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____   _____
                                                   PRESIDENT OF COUNCIL

ATTEST: _____   _____
           CLERK OF COUNCIL   APPROVED

FILED WITH
THE MAYOR: _____   _____
                                                 MAYOR MARIE GALLO