

RESOLUTION #18-0820-07

Authorize iWorQ Contract

WHEREAS, Liberty Township Zoning Department currently stores information digitally through the Alchemy program, which has limited capabilities, and

WHEREAS, it has become necessary to increase the scope of digital storage as physical storage space is limited, to comply with public records laws and to increase the effectiveness and efficiency of the Zoning Department, and

WHEREAS, staff has researched available options, received bids and recommends the Township enter into a service agreement with iWorQ, and

WHEREAS, the Fiscal Office has confirmed there are funds available in the budget for this contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE LIBERTY TOWNSHIP BOARD OF TRUSTEES OF DELAWARE COUNTY, OHIO, to authorize the attached Service Agreement with iWorQ and to further authorize payment not to exceed \$12,000, which includes \$4,700 for the initial setup, training, configuration and data conversion and \$7,000 for the annual fee, payable to iWorQ, PO Box 3784, Logan, UT 84323.

Motion made by Leneghan and seconded by Eichhorn.

Vote: Yes Mrs. Eichhorn Yes Mr. Gemperline Yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

Aug. 20, 2018
Date

Melanie Leneghan
Melanie Leneghan, Trustee

Mike Gemperline
Mike Gemperline, Trustee

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Shyra Eichhorn
Shyra Eichhorn, Trustee

**2018-2019 IWORQ SERVICE AGREEMENT
FOR LIBERTY TOWNSHIP, DELAWARE COUNTY OHIO**

This iWorQ Service Agreement for Liberty Township, Delaware County, Ohio ("Agreement") is entered into this Aug 16th, 2018 by and between the Board of Trustees, Liberty Township, Delaware County, Ohio ("Customer"), whose principal place of business is located at 10104 Brewster Lane, Suite 125, Powell, OH 43065 and iWorQ Systems ("iWorQ"), whose principal place of business is located at 1125 W. 400 N. Suite 102, Logan, UT 84321 (Customer and iWorQ individually "Party" and collectively "Parties").

1. PURPOSE. The purpose of this Agreement is to state the covenants and conditions under which iWorQ shall provide the iWorQ web-based software application to the Customer ("Services").

2. TERM. The term of this Agreement shall begin on and be inclusive of the date the last Party signs this Agreement and continue through June 30, 2019, unless otherwise terminated as provided in this Agreement.

3. RENEWAL. Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

4. SCOPE OF SERVICES. iWorQ shall provide Services as follows:

- a. iWorQ shall provide to Customer the iWorQ web-based software application.
- b. The Services shall be accessible to Customer via the Internet using Chrome browser.
- c. Services shall be accessible on the Customer's choice of device including, but not limited to, desktop computers, laptop computers, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc. . .).
- d. All screens and dashboards within the Services shall be touch screen enabled for ease of use both in the office and in the field.
- e. Services shall consist of the Community Development Package, including, but not limited to, all of the following features:
 1. Code Enforcement with OpenStreetMap
 2. Permit Management with OpenStreetMap
 3. Quarterly parcel upload
 4. Contractor portal
 5. Upload of up to 25 custom forms/permits/letters to the iWorQ application. Customer shall own and have a clear copyright to all letters and forms, including permits, certificates, or other documents uploaded by the Customer to the iWorQ application.

- f. Services shall include the premium data package allowing at least 25 MB file upload size and 100 GB of total storage.
- g. Services shall include initial training, configuration, and data conversion. The data conversion service consists of importing data, sent by the Customer, in an electronic (relational database) format into the iWorQ application. iWorQ shall provide contact information and an upload site where the electronic data can be sent. Additional costs apply for conversion of data that does not meet the criteria listed above.
- h. iWorQ shall assign an account manager to the Customer's account. iWorQ shall provide the name and contact information for the account manager to the Customer. At any time, iWorQ may change the account manager upon notice of the name of the newly designated account manager and the account manager's contact information to the Customer.
- i. The account manager shall be the contact for the Customer on the account and shall be responsible for and/or perform, including, but not limited to, set-up and training.
- j. As a part of the Services and at no additional cost to the Customer, iWorQ shall provide all of the following:
 - 1. Ongoing training and support between 6:00 a.m. and 5:00 p.m. Mountain Standard Time. Ongoing training and support shall include, but not be limited to, webinars, phone support, written manuals, web videos, documentation, and help files; and,
 - 2. Updates, bug fixes, and upgrades.

All of the above shall be continuously available to the Customer by the Customer logging-into the iWorQ application.

- k. As a part of the Services and at no additional cost to the Customer, iWorQ shall automatically back-up all of the Customer's data uploaded to the iWorQ application twice weekly and offsite once weekly.
- l. All Customer data remains the property of the Customer and shall be immediately returned to the Customer electronically or on disk upon any termination of this Agreement.
- m. All Services shall be performed in a diligent, timely, and professional manner.

5. **COMPENSATION FOR SERVICES.** In exchange for iWorQ providing the Services pursuant to the terms and conditions of this Agreement and in a manner satisfactory to the Customer, the Customer shall pay iWorQ as follows:

Community Development Applications and Services	Package Price
Community Development Package - Available on any computer, tablet, or mobile device using Chrome browser - Code Enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Contractor portal - Up to 25 custom forms/permits/letters	\$7,000
Premium data package -Allows for 25MB file upload size -100GB of total storage	Included
ANNUAL TOTAL	\$7,000
Setup, initial training, configuration and data conversion	\$4,700
GRAND TOTAL	\$11,700

6. **MAXIMUM PAYMENT.** iWorQ agrees to accept as full payment for the Services \$11,700.00. It is expressly understood and agreed that in no event shall the total amount of this Agreement exceed the maximum of \$12,000.00.

7. **INVOICE.** To receive payment, iWorQ shall submit a proper invoice ("Proper Invoice") to the Customer approximately two (2) weeks after full execution of this Agreement. A Proper Invoice shall be itemized and shall include documentation, satisfactory to the Customer, supporting the Services actually provided. At a minimum, a Proper Invoice shall include the following:

- a. Contractor's name,
- b. Dates of Service,
- c. Type/Description of Services,
- d. Detailed cost break-out by Service,
- e. Total invoice amount,
- f. Due date for payment,
- g. Information on where to submit payment,
- h. Contact information for an individual that can answer questions regarding the Services/invoice.

iWorQ shall submit the Proper Invoice to the Customer as follows:

Matt Huffman
Administrator
Liberty Township, Delaware County, Ohio
10104 Brewster Lane, Suite 125
Powell, OH 43065

Upon receipt of a timely submitted invoice, the Customer shall review the invoice and shall pay a Proper Invoice. iWorQ agrees that the Customer shall have thirty (30) days after receipt of a Proper Invoice by the Customer to pay the invoice. The date of the warrant issued in payment shall be considered the date of payment. Payment shall not be initiated before a Proper Invoice is received.

Defective invoices shall be returned to iWorQ noting areas for correction. When such notification of defect is sent, the required payment date shall be no less than thirty (30) days after receipt of a corrected and Proper Invoice.

Prior to receiving payment from the Customer, iWorQ shall complete a Federal W-9 form. A Federal W-9 form is attached to this Agreement as "Exhibit A."

8. **TAXES.** The Customer is a political subdivision and tax exempt, iWorQ therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that iWorQ provides to the Customer pursuant to this Agreement. Upon request, the Customer shall provide iWorQ with proof of exemption.

9. **OVERPAYMENT.** In the event of overpayment, iWorQ agrees to reimburse or repay the Customer the amount of any overpayment and that to which it is entitled.

10. **WARRANTY.** iWorQ hereby warrants that all of its officers, employees, volunteers, representatives, and/or servants that will be performing services under this Agreement are legally and properly trained and/or licensed to be performing the tasks that they will be performing under this Agreement.

iWorQ also hereby warrants that the Services that it provides pursuant to this Agreement are correct, accurate, performed properly, and are free from defect. iWorQ, without cost to the Customer, shall promptly correct any Service that it provides pursuant to this Agreement that, in the sole discretion of the Customer, has not been properly performed or is defective.

11. **RECORDS RETENTION.** For a minimum of three (3) years after reimbursement/compensation for Services rendered under this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever is longer, iWorQ shall retain and maintain all books, records, documents, papers, subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records") with the exception of The Customer's data if the agreement is terminated according to section 13. If an audit, litigation, prosecution, or other action (collectively "Action") is initiated during the term of this Agreement, iWorQ shall retain and maintain the Records until the Action is concluded and all issues are resolved or the applicable retention period has expired, whichever is later.

12. **ACCESS TO RECORDS.** At any time and with reasonable notice, iWorQ shall make available to the Customer or its authorized representatives, at a reasonable cost and within a reasonable period of time, any and/or all Records. The Customer or its authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

13. **TERMINATION.**

This Agreement may be terminated as follows:

a. **Convenience**

The Customer may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance written notice to iWorQ.

OR

The Parties, upon mutual written agreement, may terminate this Agreement at any time and for any reason upon terms and conditions agreeable to the Parties.

b. **Breach or Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

c. **Waiver of Breach or Default**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

Termination pursuant to this Section shall relieve the Parties of any further obligation under this Agreement, except that iWorQ shall be entitled to compensation for any Services satisfactorily performed hereunder through the date specified on the notice or writing as the effective date of termination. In no event shall the Customer be obligated to pay for any Services not actually performed by iWorQ. All moneys paid in advance of Services to iWorQ by Customer, but not yet earned by iWorQ, shall immediately upon termination be refunded to the Customer on a per diem basis for all paid-up days remaining in the term of this Agreement after the date of termination.

Upon termination for any reason, all Customer data shall be immediately returned electronically or on disk to the Customer.

If the Agreement is terminated pursuant to this Section, iWorQ shall have no cause of action against the Customer except for a cause of action for non-payment for Services rendered prior to the date of termination.

The Customer, without limitation, retains the right to exercise all available administrative, contractual, equitable or legal remedies.

14. INDEPENDENT CONTRACTOR. iWorQ agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

iWorQ assumes all responsibility for any and all Federal, state, municipal, or other tax liabilities, along with workers compensation and unemployment compensation, which may become due as a result of compensation received for Services and/or deliverables rendered and/or received under or pursuant to this Agreement.

iWorQ and/or its board members, officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Customer and/or Liberty Township, Delaware County, Ohio.

15. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS. The Customer is a public employer as defined in R.C. § 145.01(D). The Customer has classified iWorQ as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of iWorQ and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for the performance of the Services. iWorQ acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If iWorQ is an individual or has less than five (5) employees, iWorQ, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as "Exhibit B." The Customer shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If iWorQ has five (5) or more employees, iWorQ, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the Form:

Adam C. Lain
Signature

8/16/18
Date

Adam C. Lain
Printed Name
Vice President
Title

16. INDEMNIFICATION.

iWorQ shall provide indemnification as follows:

- A. iWorQ will defend, indemnify and hold harmless The Customer and Liberty Township, Delaware County, Ohio and its employees, representatives, volunteers, and agents from and against any and all claims, allegations, lawsuits, demands, actions, liabilities, losses, damages, judgments, costs, and expenses (including, but not limited to, attorneys' and expert witnesses' fees) arising out of and/or relating to any alleged infringement, misappropriation, and/or other violation of any alleged or asserted copyright, patent, trademark, service mark, trade dress, trade name, trade secret, privacy right, or other intellectual property or proprietary right arising from or in any way related to the applications and services provided by iWorQ, and Customer's use of iWorQ's applications and services.
- B. To the fullest extent of the law and without limitation, iWorQ agrees to and shall indemnify and hold free and harmless the Customer and Liberty Township, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, fees, penalties, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to iWorQ's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of iWorQ or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of iWorQ's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties"). iWorQ agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that iWorQ shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. iWorQ further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that iWorQ shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, fees, penalties, and expenses, including, but not limited to attorney's fees.

17. **INFRINGEMENT.** iWorQ guarantees and warrants Customer free, uninterrupted, and unobstructed use of all and/or any portion of the Services and that the Services do not infringe on any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, programing, services and/or equipment. In the event that either of the parties has or gains knowledge that the Services 1) actually or 2) potentially infringe on any ownership, protection, license, trademark, patent, non-patent, and/or copyright, iWorQ shall, as applicable, take all of the following actions:

- a. At no cost to Customer, secure the rights to possess or use the infringing or potentially infringing item or services so that Customer may continue to have uninterrupted and unobstructed use of the Services.

b. If iWorQ is unable to secure rights to the item or services, iWorQ shall immediately provide to Customer, at no cost to Customer, substitute Services that, in the sole opinion of Customer, perform the same function and are of the same quality as the iWorQ Services or refund to Customer the entire cost of the Agreement. In the event of such a substitution or refund, nothing shall prevent or limit Customer from pursuing any action against iWorQ for damages suffered by Customer.

To the fullest extent of the law and without limitation, iWorQ agrees to and shall indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any actual or alleged infringement of any right to use or possess the Services. iWorQ agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that iWorQ shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, fines, penalties, fees, and expenses. iWorQ further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that iWorQ shall pay, settle, compromise and procure the discharge of any and all judgments damages, losses, costs, fines, fees, penalties, and expenses, including, but not limited to attorney's fees.

18. INSURANCE. iWorQ shall carry and maintain current throughout the term of the Agreement and until the Services are complete, without lapse, bodily injury and property damage general liability insurance.

Prior to commencement of this Agreement, iWorQ shall provide to the Customer current certificates of insurance. The insurance company shall be identified for each insurance policy and coverage. The certificates of insurance shall be signed by a person authorized by the insurance company to bind coverage on its behalf.

Such insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall provide coverage in an amount that is required by law or is both standard in the industry and adequate to protect iWorQ and the Indemnified Parties.

The Customer shall be named as "Additional Insured" on all such policies of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Customer within seven (7) calendar days of change.

iWorQ shall be responsible for any and all premiums for such policy(ies) of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Customer shall retain any and all such other and further rights and remedies as are available at law or in equity.

19. WORKERS' COMPENSATION INSURANCE. iWorQ shall carry and maintain throughout the term of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. iWorQ shall be responsible for any and all premiums for such policy(ies). At any time throughout the term of the Agreement the Customer may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

20. CONFLICT OF INTEREST. No personnel of iWorQ, Customer, or member of the governing body of any locality or other public official or employee of any such locality in which the work under this Agreement is being carried out and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall have or acquire prior to the completion of said work, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who has or acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Customer in writing.

Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Customer shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

21. WAIVER. The waiver of any provision or term of this Agreement shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

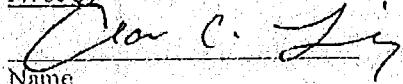
22. NOTICES. All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, or by email, confirmation of delivery, to the following individuals at the following addresses and shall be effective when sent or transmitted:

Customer:

Matt Huffman
Administrator
Liberty Township, Delaware County, Ohio
10104 Brewster Lane, Suite 125
Powell, OH 43065

Email: mjhuffman@libertytwp.org

iWorQ:


Signature

Name

Vice President
Title

iWorQ Systems
P.O. Box 3784
Logan, UT 84323

Email: alan@gr8er.iworq.com

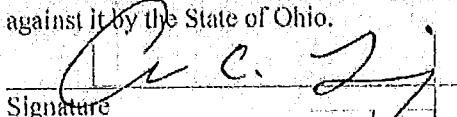
23. ANTI-DISCRIMINATION.

iWorQ warrants and agrees as follows:

- a. That in the hiring of employees for the performance of work under this Agreement or any subcontract, iWorQ shall not, by reason of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work to which this Agreement relates; and,
- b. That neither iWorQ nor any of its subcontractors or any person acting on behalf of iWorQ shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, Vietnam-era veteran status, age, handicap, national origin or ancestry; and,
- c. iWorQ warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.
- d. iWorQ and all of its subcontractors shall comply with all Federal, state, and/or local laws and shall not discriminate.

24. ACCESSABILITY. iWorQ shall make all Services provided pursuant to this Agreement accessible to the disabled/handicapped. iWorQ shall comply with any and all federal and state laws mandating accessibility, including Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

25. WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Ohio Revised Code (O.R.C.) § 9.24 prohibits the Customer from awarding a contract to any party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signature of its authorized representative below, iWorQ certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.


Signature

Date

3/16/18

Adam C. Laing

Printed Name

Vice President

Title

26. **DELINQUENT PERSONAL PROPERTY TAXES.** By signature of its authorized representative below, iWorQ certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Adam C. Laing

Signature

8/16/18

Date

Adam C. Laing

Printed Name

Vice President

Title

27. **CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of R.C. § 3517.13. iWorQ, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as "Exhibit C."

28. **DRUG FREE ENVIRONMENT.** iWorQ agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. iWorQ shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

29. **ASSIGNMENT.** iWorQ shall not assign or transfer this Agreement and/or any of the rights or responsibilities it contains without the express written consent of both Parties.

30. **SUBCONTACTING.** iWorQ may subcontract any portion of this Agreement. If Services are subcontracted, iWorQ shall cause the subcontractor to agree to all the terms and conditions of this Agreement. iWorQ shall also continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. iWorQ will remain the sole point of contact and shall be ultimately responsible and liable for the performance of the Services provided pursuant to this Agreement.

31. **NO AUTHORITY TO BIND OTHER PARTY.** Neither Party shall have the authority or right to bind or obligate the other Party in any manner.
32. **AUDITS.** iWorQ agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. iWorQ agrees to reimburse the Customer the amount of any identified audit exception.
33. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio and such courts shall be deemed to have jurisdiction. iWorQ hereby irrevocable consents to such applicable law, venue, and jurisdiction.
34. **NO EXCLUSIVITY.** The Customer, in its sole discretion, may utilize other contractors or vendors to perform or provide the same or similar Services.
35. **COMPETITIVE BIDDING NOT REQUIRED.** This Agreement is not required to be competitively bid.
36. **AUTHORITY.** The Customer is authorized by R.C. § 505.26 to enter this Agreement.
37. **MODIFICATIONS, SUPPLEMENTS, AND AMENDMENTS.** This Agreement may be modified, supplemented, and/or amended by mutual agreement of the Parties. Such modifications, supplements, and/or amendments shall be in writing and signed by the Parties.
38. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.
39. **HEADINGS.** The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
40. **DRAFTING.** This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
41. **COUNTERPARTS.** This Agreement may be executed in counterparts.
42. **INCOPORATION OF DOCUMENTS.** The following exhibits are attached to this Agreement and by this reference incorporated into and made a part of this Agreement:
 - A. Federal W-9 Form
 - B. OPERS Independent Contractor/Worker Acknowledgement ("OPERS Form")
 - C. Certification/Affidavit in Compliance With O.R.C. Section 3517.13 ("Campaign Finance Form")

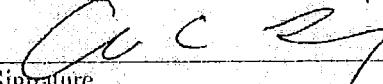
To the extent that any terms and conditions of this Agreement conflict with those contained in the attached exhibits, the terms and conditions of this Agreement shall prevail.

43. **ENTIRE AGREEMENT.** This Agreement (and its Exhibits/Attachments) shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

44. **SIGNATURES.** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates indicated below.

iWorQ SYSTEMS


Signature

8/16/18
Date

Adam C. Lainz
Printed Name

Vice President
Title

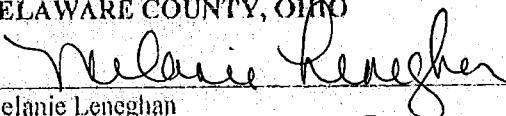
Mailing Address

iWorQ Systems
P.O. Box 3784
Logan, UT 84323

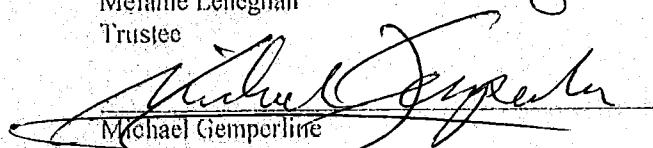
Physical Address

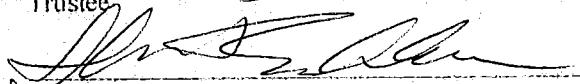
iWorQ Systems
1125 W. 400 N. Suite 102
Logan, UT 84321

BOARD OF TRUSTEES
LIBERTY TOWNSHIP
DELAWARE COUNTY, OHIO


Melanie Leneghan
Trustee

8/20/18
Date


Michael Gemperline
Trustee


Shyra Eichhorn
Trustee

Board of Trustees
Liberty Township
Delaware County, Ohio
10104 Brewster Lane, Suite 125
Powell, OH 43065

Attest:

Nancy Denutte
Nancy Denutte
Liberty Township Fiscal Officer

8/20/2018

Date

Approved as to form:

CHB¹⁰⁰

Carol Hamilton O'Brien (0026965)
Delaware County Prosecutor

8-20-18

Date

FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):

The Liberty Township Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the township treasury or in the process of collection, free from any other encumbrances. The Liberty Township Fiscal Officer also certifies that she has confirmed with the State of Ohio Auditor that iWorQ Systems has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Nancy Denutte
Nancy Denutte
Liberty Township Fiscal Officer

PO# 143-2018