April 25, 2017

CoF Contract No. 2017-0080

Ms. Lanaii Benne
Assistant City Recorder
109 Third Avenue South
Franklin, TN 37064

Dear Ms. Benne:

I enjoyed speaking with you recently regarding our **JustFOIA** Open Records Request Tracking Solution. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following benefits offered by JustFOIA:

- **Built by and for Government Users**: The driving force behind JustFOIA's development was a large customer focus group that helped MCCi prioritize the solution's feature set, as well as ease of use.
- **Hosted Solution:** JustFOIA is an affordable hosted solution. The application and associated data is hosted in the same secure data centers Municode uses to house data for several thousand government clients.
- **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users at no additional charge.
- **Unlimited Data:** No file size limitations.
- **Improved Citizen Engagement and Transparency:** Online form, along with automated receipt verification improves the requester experience.
- **Enterprise Capability:** JustFOIA offers options for managing a specific Department's Open Records Requests, and can also be expanded to the Enterprise level.
- **External Archive Options**: While JustFOIA is a hosted solution, export options are provided for the purpose of archiving processed records requests to an external data source.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Scott Mursten
Account Executive

Law Dept. approved 04.26.17

<p align="center">**Executive Summary**</p>

Company History

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier for local government), has been providing Electronic Records Management Solutions to its clients since 1998. With a client base of over 500 government agencies and satellite offices across the country, we are striving to be the leading Electronic Records Management provider in the United States.

In 2013, MCCi put together a customer focus group and collaborative initiative to develop a better method of recording, tracking, and fulfilling Open Records Requests.   The result was a user-friendly, hosted, and affordable solution: JustFOIA.

Proposed Solution

MCCi is proposing the JustFOIA solution for your organization. JustFOIA is a unified solution that manages Open Records Requests, regardless of location or media. Please keep in mind some of the features of JustFOIA:

- **Configurable web-based public portal for request submittal** – JustFOIA provides one common interface for logging Open Records Requests. Requests can be entered by users that are external to the organization, or they can be entered by internal users if necessary (if the requestor chooses not to make the request electronically).
- **Notification upon submission, task assignment, escalation, etc.** – JustFOIA includes robust email notification options and is not dependent on any specific email application.
- **Fulfillment status tracking** – Transparency is provided in the process by allowing users to know the status of each request.
- **Fee management and tracking** – Many requests require charges for labor and materials. JustFOIA allows users to enter applicable fees on a per request basis, and to track the status of payment throughout the process.
- **Correspondence tracking** – Correspondence (Emails, Phone Calls, Letters, etc.) can be linked to each request, so that there is a history of all related internal and external communication.
- **Detailed request history tracking** – JustFOIA automatically tracks events related to each request, and the history of each request can be viewed at any time.
- **Granular and Enterprise-level reporting** – Several preconfigured report types are provided, such as: Fee Reports, Bottleneck Reports, Processing Time Reports, Pending Requests, etc.
- **Tracking of Fulfillment Documents** – As part of the final steps in the process, JustFOIA allows the user to upload copies of the specific documents that were used to fulfill the request.
- **Full Text Search** – Full text search is available from any screen within the application.

To determine which services and products are included with your project, please refer to the Pricing Section below.*

Subscription Annual Expense	
JustFOIA Population Tier 3: 30k - 70k- NCPA	$4,050
Payment Portal	$675
Setup and Training: One time Expense	
Site Setup, Up to 2 Form/Process Configurations, User Setup, Up to 2 hours training	$1,800
1 Additional Form Configurations	$750
First Year Total	***$7,275***
Ongoing Subscription/Support	*$4,725*

*The pricing above reflects the listing for JustFOIA on the NCPA national purchasing contract.

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the subscription amount upon providing the Client online access to the JustFOIA service. Balance of total project will be invoiced upon completion of the proposed professional services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice. Client's annual subscription renewal date is set based on thirty days after contract is received.

JustFOIA Implementation

Remote Configuration – Configuration services are provided remotely. As part of the standard configuration services MCCi will work with the client to configure up to two Records Request Intake Form, unlimited users, as well as the departments, and security rights. Unless additional form/process configurations are purchased additional form/process configurations and users will be configured by the client with assistance provided as needed in accordance with the support terms herein.

Remote Training – JustFOIA is a simple and easy to use solution, therefore all training is provided remotely. One remote training session is included with the initial setup.

JUSTFOIA LICENSING AND FEATURES - JustFOIA is an Open Records Request Tracking Solution. It allows you to record, track, fulfill, and report on the records request process. . Below are the feature sets offered:

- Unlimited Users – Client has unlimited number of users at no additional costs.
- Public Facing Form Site – Online public request form accessible through client's website.
- Email Notifications – Status and department updates as well as daily digest and alert notifications.
- Correspondence Tracking – Log and track email, phone or mail correspondence.
- Fee Tracking – Track fees, due dates, and payments.
- On-Premise Archival – Export capabilities for archiving record request data locally.
- Proactive Status Reporting – Dashboard interface allows for immediate status update.
- Performance Metric Reports – Measure processing times by request type.
- Global Reporting – Measure performance for all departments and request types.
- Configurable Intake Form – Client branded intake form that can be configured remotely or locally.
- Mobile compatible – Compatible with most cellular devices.
- Payment Portal (Optional) - For clients that assess fees for fulfilling a public records request, this feature will allow your organization to collect online payments from the requestor. Requestors can view or print the invoice and make partial or whole payments. This feature requires an

account with Authorize.net, which is the third party payment processor for this integration. Authorize.net handles all monetary transactions and sensitive credit card data.

HARDWARE/SOFTWARE REQUIREMENTS

JustFOIA is a hosted solution and therefore has no server-side hardware components. In addition, end-user access is provided through a web interface, which means no client side software is required.   While JustFOIA works with many Internet Browsers, Internet Explorer and Google Chrome are recommended. Please pay attention to the following notes regarding browser solutions:
Internet Explorer Version Requirement: IE Version 10 or higher.

MCCi Support

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

Proactive Support

You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. They will assists in pre implementation processes and be a resource for you for questions and answer and be in touch throughout the year to discuss optimal system usage and ensure client satisfaction.

Technical Support

Your continued subscription to JustFOIA helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed. You have access to a toll free line to call for technical support or submit tickets online through our support center. You receive the following benefits:
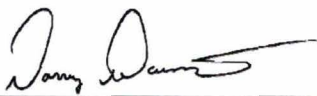
- 100% upgrade credit for your existing subscription
- Free software updates for your current solution
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 a.m. to 5:00 p.m. local time in the Continental U.S. Clients can designate several individuals who are to be the technical support contacts. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi,** a Limited Liability Company

Date: April 25, 2017

By: _____
(Signature)

Donny Barstow – President
_____
(Printed Name & Title)

Noted Items Accepted by: **FRANKLIN, TN**

Date: 5-17-17
_____

By: _____
(Signature)

Eric Stuckey, City Administrator
_____
(Printed Name & Title)

Approved as to form by:

_____
Kristen L. Corn, Assistant City Attorney

MCCi, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the JustFOIA solution according to the following terms and conditions.

JustFOIA Subscription
MCCi is the developer and hosting provider for JustFOIA. An active subscription is required to access the solution. The official subscription date is established on the date MCCi grants initial access to JustFOIA. Adjustments in annual subscription rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

Customers may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

ADDITIONAL SERVICES
As an additional service/product under this contract, MCC and MCCi can provide the following:
- Enterprise Content Management Solutions (Laserfiche). MCCi offers Laserfiche Software
- Electronic Agenda and Legislative Management (Legistar). MCCi offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCi offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Contract Management Software (Contract Assistant). MCCi offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS
MCCi agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

UPLOADED DATA TO BE PUBLIC AND NON-CONFIDENTIAL
Due to the intended use of JustFOIA being focused on "Open Records" Requests, MCCi assumes that only public and non-confidential data will be uploaded to the solution, and will not be liable for improper (including confidential data in the use of JustFOIA) use of the system.

FORCE MAJEURE
Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY
MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE
Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor the MCCi will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCi's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCi 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCi.

TERMINATION
The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

Marketing & References
Client agrees to allow MCCi to LIST Client as a customer of MCCi.

MCCi SOFTWARE CONFIGURATION SERVICES
The customer may elect to contract with MCCi to configure the software. The customer is responsible for testing all software configurations completed by MCCi.

CLIENTS TERMS AND CONDITIONS
Parties hereto agree that Client's Standard Procurement Terms and Conditions, as attached, shall apply.

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. <u>Assignment/Subcontracting.</u> Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

2. <u>Time of the Essence.</u> The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

3. <u>Taxes.</u> As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4. <u>Notices.</u> Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

<u>In the case of the City:</u>

City of Franklin

Attn: Purchasing Manager

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

<u>In the case of Vendor:</u>

MCCi, a Limited Liability Company and subsidiary of Municipal Code Corporation

Attn: Account Manager

Re: City of Franklin Contract No. 2017 - 0080

1958-A Commonwealth Lane

PO Box 2235

Tallahassee, FL 32316

FAX: 850-564-7496

E-mail: accountmanager@mccinnovations.com

5. <u>Confidentiality and Proprietary rights.</u> Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

6. <u>Derivative Works.</u> To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

7. <u>Arbitration/Mediation.</u> No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.

8. <u>Waiver.</u> Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

9. <u>Warranties/Limitation of Liability/Waiver.</u> City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

10. <u>Severability.</u> If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications.   If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue.   These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and

equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. <u>Breach.</u> Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("<u>Severability</u>") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. <u>Default.</u> If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. <u>Entire Agreement.</u> These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. <u>Survival.</u> These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.