



## KorWeb Services Billing Authorization

City of Franklin agrees to purchase KorWeb Enhanced Services from KorTerra listed below. Annual support and maintenance are included in the ticket fees listed below. Annual Ticket Volume Estimates are: **16,000**

Product/Service	Price	Minimum Usage Fee	Est. Total
KorWeb Advanced Service Fee	\$0.30 Per Ticket Per Year	\$4,320.00 Minimum Per Year	\$4,800.00
Facility Mapping Service Fee	\$0.10 Per Ticket Per Year	\$1,200.00 Minimum Per Year	\$1,600.00
			\$6,400.00

KorWeb Onetime Setup Fees	
Facility Mapping One Time Setup Fee	\$2,500.00
<b>Total Setup Fees</b>	<b>\$2,500.00</b>

### Term

The term of this Agreement shall be for an initial period of thirty-six (36) months from the execution date of this Agreement. Thereafter, this Agreement shall automatically renew for additional thirty-six (36) month periods, unless either party terminates this Agreement with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent renewal period. Any attempt to terminate this agreement prior to the expiration will result in an early termination fee. The early termination fee shall be determined by multiplying, the number of years remaining in the term of this agreement, or any renewals thereof, by the minimum amounts listed above.

KorWeb Services will be invoiced in advance of the year term at a price of **\$8,900.00 in Year 1** and **\$6,400.00 annually after Year 1**. Ticket volume is based on an estimate of usage from the previous year. If the actual ticket count is less than the previous year a credit is applied to the invoice not to fall below the minimum. If the actual ticket count is greater than the previous year then this overage total is multiplied by the per ticket rate and applied to the invoice cost.

*Please e-mail the signed billing authorization form to [sales@korterra.com](mailto:sales@korterra.com).*

*KorTerra offers its clients a no-risk guarantee. The Client may terminate the KorWeb Services at any time within the first 30 days from the date the KorWeb Services are made available to the Client without incurring any charges for the KorWeb Services.*

### Billing Contact Information:

Contact Name: Rhonda Baldwin Phone #: 615-794-4554  
 Title: WMD Office Manager Fax #: \_\_\_\_\_  
 E-mail: Rhonda.baldwin@franklin.tn.gov Special Billing Instructions (e.g. PO #): \_\_\_\_\_  
 Street: 124 Lumber Dr. \_\_\_\_\_  
 \_\_\_\_\_  
 City, State Zip: Franklin, TN 37064 \_\_\_\_\_

### AGREED TO:

Client: \_\_\_\_\_  
 By: Eric S. Stuckey KorTerra, Inc.: Christopher D. Stendal  
 Name: Eric S. Stuckey Name: Christopher D. Stendal

January 10, 2017

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 Revised September 2016  
 Confidential and Proprietary

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Law Dept. approved (2) 04.13.17

(Print)  
Title: City Administrator  
Date: 5/17/17

(Print)  
Title: President  
Date: 5/10/2017

**Internal Use Only:**

Customer ID:  
System ID:  
Project ID:  
Sales Executive: Sam Handziak

New Customer: ☐  
Existing Customer: ☒  
MSA In Place? ☐  
Controller Approval:



## KorWeb Update Form (for existing accounts)

**Customer Name:** City of Franklin

### Implementation Contact Information

<b>Contact Name:</b> <u>Jeff Giles</u> <b>Title</b> <u>GIS Analyst</u> <b>E-mail:</b> <u>Jeff.giles@franklin.tn.gov</u> <b>Street:</b> <u>124 Lumber Dr.</u> <b>City, State Zip:</b> <u>Franklin, TN 37064</u>	<b>Phone #:</b> <u>615-794-4554</u> <i>Please enter the contact information for the person that our support staff should contact if they have further questions regarding the implementation of KorWeb.</i>
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### GIS Coordinator

<b>Contact Name:</b> <u>Jeff Giles</u> <b>E-mail</b> <u>Jeff.giles@franklin.tn.gov</u> <b>Street:</b> <u>124 Lumber Dr.</u> <b>City, State Zip:</b> <u>Franklin, TN 37064</u>	<b>Phone #:</b> <u>615-794-4554</u> <b>Fax:</b> _____ <i>Please enter the contact information for the person that our support staff should contact if they have further questions regarding the implementation of GIS mapping in KorWeb.</i>
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One Call Center CDC Codes & Facilities		
<i>(Please list the One Call Center CDC/Member Codes that will be received by KorWeb, along with the corresponding Facilities and State)</i>		
Member Code	Facility(s) <i>(Electric, Water, Sewer, etc.)</i>	State <i>(AL, AR, AZ, etc.)</i>
Frank	Water, Sewer, Reclaimed, Fiber, Traffic Signals, Street lights	TN

Mobiles	
<i>(Route definitions, a means for the system to separate tickets into unique holding tanks based on geographical area, facility or other.)</i>	
Mobile ID <i>(same as locator or route ID)</i>	Delivery Method <i>(Print, email, laptop)</i>

- ☐ Emergency Notification Email: \_\_\_\_\_  
☒ Emergency Notification Text Message: phone number 615-829-3268 and wireless provider Verizon

**Custom Requests and Notes (e.g. Routing, Action Codes):****Information Completed By:**Signature: Jeffrey GilesName: Jeffrey Giles  
(Print)Title: GIS AnalystDate: January 10, 2017**For Internal Use Only:**☐ KorWeb ☒ KorWeb AdvancedAccount Executive: Sam HandziakCustomer ID: FRANKLINTN**KorWeb Options:**Ticket Receiving & Dispatch

- ☒ Client Branding  
☐ Ticket Splitting  
☐ Ticket Messenger  
☐ Map Based Routing

Mobile Capabilities

- ☐ iOS KorWeb App  
☐ Mobile KorWeb  
☐ Mobile Client

Ticket Monitoring

- ☒ System Dashboard  
☒ My Dashboard – Advanced Widgets  
☒ Multi User Ticket Notifications

Ticket Views & Completion

- ☒ Unified Ticket Display (KorTerra Format)  
☒ Work Order Entry  
☐ Positive Response to Excavator  
☐ Email ☐ Voice ☐ Fax  
☐ Attachments  
☐ Standard 10 GB ☐ Other \_\_\_\_\_  
☐ Sketching

Mapping

- ☒ Facility Mapping  
☒ KorWeb ☐ KorWeb App ☐ Mobile Client  
☐ ESRI Integration

Searching

- ☒ Search Results Displayed on a Map

Auditing & Reporting

- ☒ Custom Reporting Tool  
☐ Custom Audit Completion Screen

System Integration

- ☐ Custom Completion Screen  
☐ Custom System Interface  
☐ KorWeb Stand Alone Environment  
☐ Utility to Contractor Interface  
☐ 1 Way ☐ 2 Way

Maintenance

- ☒ Operator Maintenance  
☒ Defined Region & Districts  
☐ Region District Security  
☒ Phone Book

Support

- ☐ Onsite Client Training  
☐ Virtual Training

**Addendum**

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

KorTerra, Inc.  
18946 Lake Drive East  
Chanhassen, MN 55317

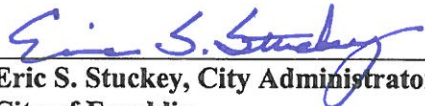
City of Franklin Water Department  
Rhonda Baldwin  
124 Lumber Drive  
Franklin, TN 37064

3. **Indemnification**. KorTerra agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by KorTerra's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by joint or concurrent negligence, or intentional misuse of the product or service, they shall be borne by each party in proportion to its own negligence.
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.



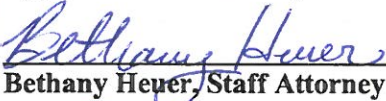
6. Entire Agreement. This Agreement constitutes the entire agreement between **KorTerra, Inc.** and the City of Franklin Parks Department and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is 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 solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.

  
Eric S. Stuckey, City Administrator  
City of Franklin

5-17-17  
Date

Approved as to Form by:

  
Bethany Heuer, Staff Attorney

  
KorTerra, Inc. /s/

5/10/2017  
Date

Chris Stendal, CEO  
Printed Name, Title