idtPlans
First In EPR

Service Level Agreement

SLA

The City of Franklin, Tennessee

For idtPlans Application Use and Support

Submitted to:

The City of Franklin, Tennessee

Submitted by:

idtPlans, LLC

Law Dept. approved 01.29.19

COF Contract No. 2018-0250
IdtPlans LLC
PO. Box 13086
Tucson, AZ 85732
(520) 319-0988
idtplans.com

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Law Dept. approved 01.29.19

Purpose

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between idtPlans, LLC and The City of Franklin, Tennessee to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details regarding the provision of application support services to The City of Franklin, Tennessee. This SLA may be amended from time to time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to The City of Franklin, Tennessee.

General Terms and Conditions

Term of Agreement

This agreement is in effect upon the date of execution of this agreement by The City of Franklin, Tennessee and expires exactly three years later unless extended, by mutual written consent of idtPlans, LLC and The City of Franklin, Tennessee, up to two (2) times for up to one (1) year each time, for a total term of agreement of up to five (5) years. Such written consent may be given for The City of Franklin, Tennessee by either its City Administrator or its Purchasing Manager.

Organizations

This agreement is between idtPlans, LLC and The City of Franklin, Tennessee, as named on the cover of this agreement.

Approvals

All Approvals of any services to be rendered pursuant to this agreement but not included in the annual fee for service are required to be made in advance and in writing by both the idtPlans project manager as well as the Building & Neighborhood Services director for The City of Franklin, Tennessee.

Dependence on Other Organizations

IdtPlans is dependent on The City of Franklin, Tennessee, and its external suppliers and service providers for integrated applications in providing application support services to The City of Franklin, Tennessee. The City of Franklin, Tennessee will manage the interface into those suppliers and service providers as it relates to the provision of services under this agreement. The list of the suppliers and service providers of The City of Franklin, Tennessee that idtPlans is dependent on may change during the term of this agreement.

Scope of Agreement

In addition to the use of idtPlans' suite of applications, the following services are provided in response to the transfer of trouble tickets from The City of Franklin, Tennessee to idtPlans, LLC in accordance with The City of Franklin, Tennessee's case management process.

Support Hours
- Standard support hours are conducted between the hours of 8:00am to 4:00pm Arizona Time (excluding holidays).
- Phone assistance is available 24x7 for issues that are considered to have a severity of 1 (Critical).

Support Channels
The City of Franklin, Tennessee agrees to use the idtPlans support portal for case management and issue resolution tracking whenever possible. This provides idtPlans with the ability to provide metrics regarding this SLA.

Support Portal: https://support.idtplans.com

The following support channels are provided under the terms of this agreement.

- **Knowledge Base** – Use for quick answers to common questions.
- **Support Ticket** – Use to report an issue that is not critical in nature and can wait a few hours for a response.
- **Live Chat** – Use for immediate assistance regarding simple questions.
- **Phone Support** – Use when immediate assistance is needed and the issue is too complex to type out.

Levels of Service
The service levels offered by idtPlans to The City of Franklin, Tennessee are described below and apply not only to all services included in the annual fee for service but also to any services to be rendered pursuant to this agreement but not included in the annual fee for service. It is the goal of idtPlans to meet, and even exceed when possible, the levels of services documented in The City of Franklin, Tennessee's case management guidelines. Any variation from the coverage defined below can carry a premium add-on cost to the application requesting variance.

Severity	Definition	Response Time	Resolution Time
1 Critical	The issue causes the client to be unable to work or perform some significant portion of their job. The issue affects a large number of people. There is no acceptable workaround to the problem.	2 hours	Maximum of 24 hours
2 High	The issue causes the client to be unable to work or perform some significant portion of their job. The issue affects a large number of people. There is an acceptable and implemented workaround to the problem.	4 hours	Maximum of 5 business days
3 Medium	The issue causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. There may or may not be an acceptable workaround to the problem.	8 hours or next business day	Maximum of 30 business days

4 Low	The issue causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks. The issue may only affect one or two clients. There is likely an acceptable workaround to the problem.	8 hours or next business day	Maximum of 90 business days

Roles and Responsibilities
The City of Franklin, Tennessee
The City of Franklin, Tennessee has the following general responsibilities under this agreement:

- The City of Franklin, Tennessee will conduct business in a courteous and professional manner with idtPlans, LLC.

- The City of Franklin, Tennessee users, clients, and/or suppliers using the will use the appropriate help desk to request support.

- The City of Franklin, Tennessee will use their own appropriate help desk to provide Level 1 support, including creating support tickets and work orders.

- The City of Franklin, Tennessee will provide all information required to open a support ticket.

- Once a support ticket has been submitted, The City of Franklin, Tennessee will make themselves available to work with the idtPlans support resource assigned to the support ticket.

- The City of Franklin, Tennessee end users do not contact idtPlans support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.

- The City of Franklin, Tennessee agrees that business process and logistical questions originating from applicants should be directed to The City of Franklin, Tennessee for resolution. This includes questions regarding which application type to select, and how to answer questions on an application form.

idtPlans, LLC
idtPlans has the following general responsibilities under this agreement:

- idtPlans will conduct business in a courteous and professional manner with The City of Franklin, Tennessee.

- idtPlans will log all information from The City of Franklin, Tennessee required to establish contact information, document the nature of the problem and The City of Franklin, Tennessee's hardware/network environment (as applicable).

- idtPlans will attempt to resolve problems over the phone on first call.

- idtPlans will escalate support ticket to next level of internal support within idtPlans upon approach of established resolution targets.

- idtPlans will obtain The City of Franklin, Tennessee's approval before ticket closure.

- idtPlans agrees to resolve to issues regarding the technical use of the application such as difficulty uploading or viewing comments.

General Terms and Conditions

Fees
Fees as quoted in Appendix No. 2 are due within thirty (30) calendar days of invoice and are non-refundable. The annual fee for service shall be paid in advance in increments of up to one (1) year in duration. Upon thirty (30) days written, if The City of Franklin, Tennessee fails to pay all applicable fees by the due date, this agreement, all support, and application access may be terminated without further notice.

Termination of Agreement
In the event that The City of Franklin, Tennessee wishes to terminate this agreement before its expiration, the "Termination" provision included in Appendix No. 1 shall govern. Should the agreement be terminated before expiration for any reason, idtPlans shall provide The City of Franklin, Tennessee access and technical support necessary, for a duration of no less than thirty (30) days, for The City of Franklin, Tennessee to export its files and system data.
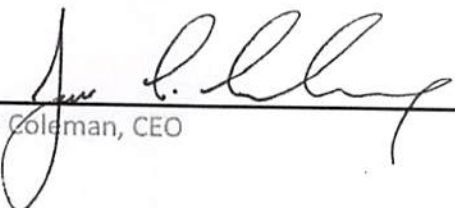
Extension of Agreement
Fees applicable to either of the optional extensions to the term of agreement after the initial three-year term of agreement, should such option(s) be exercised, shall remain constant for the duration of such option(s) and unchanged from those quoted in Appendix No. 2.
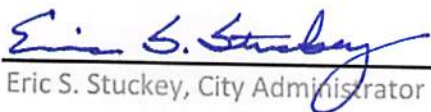
Amendment to Agreement
Any amendment to this agreement would require the mutual written consent of The City of Franklin, Tennessee and idtPlans management per the "Additions / Modifications" provision included in Appendix No. 1. Such written consent may be given for The City of Franklin, Tennessee only by its City Administrator.

Law Dept. approved 01.29.19

For idtPlans LLC

_____   1/30/19
Jace Coleman, CEO   Date

For the City of Franklin, Tennessee

_____   1-30-2019
Eric S. Stuckey, City Administrator   Date

Approved as to form:

_____
Tiffani M. Pope, Staff Attorney

Law Dept. approved 01.29.19

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. <u>Assignment and Successors.</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.

2. <u>Subcontracting.</u> 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.

3. <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.

4. <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.

5. <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>	<u>In the case of Vendor:</u>
City of Franklin	idtPlans, LLC
Attn: Purchasing Manager	Attn: Jace Coleman
Re: City of Franklin Contract No. 2018_0250	
109 Third Ave. South	
P.O. Box 305	P.O. Box 13086
Franklin, TN 37065-0305	Tucson, AZ 85732
FAX: 615-550-0079	
E-mail: purchasing@franklintn.gov	E-mail: Jace.Coleman@idtPlans.com

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Standard Procurement Terms and Conditions
City of Franklin, Tennessee

6. **Confidentiality and Proprietary rights.** 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.

7. **Derivative Works.** 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.

8. **Arbitration/Mediation.** 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.

9. **Waiver.** 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.

10. **Warranties/Limitation of Liability/Waiver.** 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.

11. **Severability.** 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.

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City of Franklin, Tennessee

12. **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.

13. **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.

14. **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.

15. **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.

16. **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

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

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.

17. **Breach.** 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 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

18. **Default.** 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.

19. **Entire Agreement.** 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.

20. **Survival.** 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.

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Appendix No. 2

1. Annual Fee for Service.

Fee for Service	Application Hosting, Maintenance & Support.	$22,000.00 / yr

2. Hourly Pricing Schedule for work not covered under Agreement.

Development	Development, Design and Application Coding	$195.00 / hour
Implementation	Integrating new work into an existing application	$120.00 / hour
Training	Application training not covered under Agreement	$120.00 / hour

3. Change/Feature Request Process.

Purpose: Ensure changes meet the needs of all organization members affected

Complete changes in a timely manner

Address changes quickly and efficiently to minimize any downtime or confusion

Option 1: Implementation Support Ticket
This option is to be used when the something that previously worked is no longer functioning, either through a bug or otherwise. Support tickets should be directed to the Implementation Department, where a member of the Implementation Team will take ownership and begin working through to identify the root cause of the issue. While there is typically no charge for implementation support due to nature of correcting something that is not functioning appropriately, in some cases, idtPlans staff may determine that a new feature or formalized change may be required, and that an estimate for these changes be provided. idtPlans, LLC shall not undertake any work for which any fee beyond the application hosting, maintenance and support fee would be payable by The City of Franklin, Tennessee unless the City shall have approved such estimate in advance of the work commencing. Such approval by The City of

Franklin, Tennessee shall be in writing by the Director of the City's Building and Neighborhood Services or his/her authorized designee.

Option 2: Change Order/New Feature Request Ticket
This option is to be used when a new feature or major change is required to the existing portal. Once received, an implementation team member will reach out to the client with either a) questions regarding points of clarification or b) a detailed Change Order/New Feature request. The request will outline all proposed changes that are to take place in conjunction with the request (project scope), as well as outline any customization features, costs, and proposed completion timeframe. The change order must be agreed to by City of Franklin and signed estimate returned to IDT prior to commencement of work. In addition, costs associated with these changes must be paid at 50% to begin work, and 50% at completion and acceptance of the changes by the client. idtPlans is happy to attend meetings to clarify requests if needed, as we want to minimize confusion and ensure that all parties are aware of proposed modifications.
As a note: In no case will idtPlans commence work prior to City of Franklin sign off and (as applicable) the initial payment being received.