Prepared For:

Powder Springs, GA

Presented By:

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JustFOIA

Records Request Solution

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MCCi

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June 26, 2018

Ms. Kelly Axt
City of Powder Spring
P.O. Box 46
Powder Springs, GA 30127

Dear Ms. Axt:

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 features included with your JustFOIA subscription:

- **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. This ensures a minimal IT impact for our 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 database size limitations.
- **Training:** MCCi offers user training along with administrative training as part of your new JustFOIA subscription.
- **JustFOIA Focus Group:** All of our clients are invited to participate in our ongoing JustFOIA Focus Group. A periodic meeting to review product development, solicit new ideas and share best demonstrated practices amongst other users from around the country.
- **Enterprise Capability:** JustFOIA offers options for managing a specific Department's Open Records Requests and can also be expanded to the Enterprise level.

Why invest in JustFOIA? We are confident that with the help of JustFOIA, you will experience:
- **Improved Citizen Engagement and Transparency:** Online form, along with automated receipt verification improves the requester experience.
- **Improved Efficiency:** With enhanced communication, automated notifications and reminders, fee tracking and management, request searching, reporting and improved work flow. Your records request process will be more efficient than ever.
- **Mitigated Risk:** Automated request tracking, activity and deadline management will help mitigate the risk of non-compliance.

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,

Brian Meseroll
Sales Associate

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 740 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 hosted and affordable solution on the most user-friendly platform: JustFOIA.

JUSTFOIA PRICING

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

Subscription Annual Expense	Cost	Existing Customer Cost	Total
JustFOIA Population Tier 2: 10k - 30k	$3,850	$3,465	$3,465
Setup and Training: One time Expense			
Basic *Up to 2 Business Processes, Security Configuration for Up to 25 Staff Members, Up to 3 hours of Remote User and Administrative training, and Configuration of 1 email template	$2,000	$1,800	$1,800
Total Project Cost			**$5,265**
For budgetary purposes, the Client should include $3,465.00 in annual budget for renewal of the items quoted above.			

Your JustFOIA service includes up to 500 GB of data storage. While a vast majority of our clients do not go over this allotted amount, we do charge a fee of $500 per 500 GB over the included amount of data storage. This fee is added to your yearly subscription.

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. The Client's annual subscription renewal date is set based on 30 days after contract is received.

ADOBE ACROBAT PRO PLUGIN

With the Adobe Acrobat Pro Plugin, you can easily upload documents you are working on in Adobe to a specific JustFOIA request. Use Adobe to create and edit documents, as well as to apply redactions and other features available in the Adobe software. When you are ready, you simply click on the JustFOIA button in the menu bar and uploading that document to JustFOIA is as easy as picking the request number. In order to utilize this plugin, your organization will need to have Acrobat Pro available to the user.

LASERFICHE INTEGRATION

Our Laserfiche integration makes it easy to leverage the power of Laserfiche to help fulfill records requests. Do all of your searching, editing, and redaction in Laserfiche. Then with a click of the JustFOIA menu button send selected documents directly into the response documents of the specific JustFOIA request you choose. This integration makes it more seamless to use Laserfiche and JustFOIA together to complete records requests. In order to utilize this integration, each user will need a full Laserfiche license.

PAYMENT PORTAL

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. JustFOIA integrates with Authorize.net to give you the ability to collect payments from requestors online. The requestor goes to your site and enters in the request number/security key and is able to see any fees that they owe. If they owe fees, they are able to pay through a secure authorize.net site. Once they pay, you can make their request documents available for immediate download.

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 processes, unlimited users, as well as the departments, and security rights. The configuration of all forms and processes are to be completed as part of the initial project; if the client desires to take advantage of configuring a second process, it must be done as part of the initial configuration services and prior to training. Subsequent form/process configurations and users will be configured by the client, or the client may contract with MCCi for additional services.

REMOTE TRAINING – JustFOIA is a simple and easy to use solution, therefore all training is provided remotely. One remote user training session is included for each form process that is being configured. In addition, one administrative training is included for the organization. All training is conducted in a train the trainer format. Onsite live training can be conducted at a negotiated rate.

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:

- Public Facing Form Site – Online public request form accessible through client's website.
- Email Notifications – Status and department updates, automated reminders as well as daily digest and alert notifications.
- Correspondence – Emails can be generated within the system and tracked under the specific request. Emails can be custom created or through pre-configured templates. In addition, other forms of correspondence related to a request can be tracked (phone calls, letters or in person conversations).
- 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, department or user.
- 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.
- Public Portal – Requesters can track their request through a secured private portal. Status updates, invoices and request documents can all be provided for the requester.
- Payment Portal (Optional) - 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 completely web-based hosted solution and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no client-side software is required. We test and support the following browsers: Microsoft® Internet Explorer® version 10 or higher; Google Chrome™, most recent stable version; Mozilla® Firefox®, most recent stable version; Apple® Safari® most recent stable version.

PROFESSIONAL SERVICES

We are fanatical about client success. Your time is limited, but with JustFOIA professional services, we are an extension of your organization, our qualified experts can assist with a successful implementation. Not sure which package fits your needs, we are here to help!

	STARTER	STANDARD	ENTERPRISE
Project Kickoff Call and Implementation Plan Identify milestones for successful implementation	✓	✓	✓
Process Analysis Review Conduct a remote information gathering session to understand, guide, and recommend process improvement		✓ Up to 2 Sessions	✓ Up to 6 Sessions
Project Plan Reviews Detailed weekly project updates		✓	✓
User Configuration Establish and configure initial user security credentials and roles	✓ Up to 25 Employees	✓ Up to 50 Employees	✓ Up to 100 Employees
Process Configuration Based on client-supplied requirements, we will configure business process forms, workflow statuses, departments, and holidays	✓ Up to 2 Processes	✓ Up to 4 Processes	✓ Up to 6 Processes
Template Configuration Configure email templates and requestor web pages related to the process	✓ 1 Template	✓ Up to 4 Templates	✓ Up to 10 Templates
On-Site Project Management Facilitate a successful implementation and training session			✓ Up to 2 Days
Support Technical support through user testing before going live	✓	✓	✓
Remote Administrative Training Remote administrative training up to two-hour sessions. Recording available for viewing	✓ 1 Session	✓ Up to 2 Sessions	✓ Up to 3 Sessions
Remote User Training Remote user training up to two-hour sessions, including a recorded version.	✓ Up to 2 Sessions	✓ Up to4 Sessions	✓ Up to 6 Sessions
	$2,000.00	**$4,500.00**	**$9,500.00**

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 assist 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:

- Free software updates for your current solution
- Periodic User webinars
- Embedded System Help Files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

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 8:00 p.m. Eastern Time. 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. Customers may contact MCCi support via the online support center, email (support@mccinnovations.com), or telephone (866-942-0464).

MCCi, a Limited Liability Company, 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.

JUSTFOIA IS AVAILABLE "AS-IS"

Though we want to provide a great service, there are certain things about the service we cannot promise. For example, the services and software are provided "as is", at your own risk, without express or implied warranty or condition of any kind. We also disclaim any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

LIMITED LIABILITY

Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

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 the full Terms of Use are accessible on the home page of the JustFOIA solution.

INDEMNIFICATION

If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

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 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.

USE OF BASECAMP

Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (http://www.basecamp.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at https://basecamp.com/security are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.
Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.
Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCi will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

OTHER CONTENT

The Services may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

MARKETING & REFERENCES

Client agrees to allow MCCi to publish and publicize testimonials and case study information pertaining to MCCi's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

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. By acknowledging this testing requirement, the customer waives any and all liability to MCCi for any fees, damages, etc., that could be related to software configurations.

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: June 26, 2018

By: _____
                                                (Signature)

                                 _____
                                              (Printed Name & Title)

Noted Items Accepted by: **POWDER SPRINGS, GA**

Date: _____

By: _____
                                                (Signature)

                                 _____
                                              (Printed Name & Title)