

JUSTFOIA PUBLIC RECORDS REQUEST SOFTWARE

BW2026-11

THIS IS AN AGREEMENT ("Agreement"), dated _____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

JustFOIA, Inc., a Foreign Profit Corporation, located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for JustFOIA Public Records Request Software and

WHEREAS, the City Code provides authority for exclusions and exceptions to bid and proposal requirements pursuant to Sec. 2-258(i) of the City's Procurement Code; and

WHEREAS, the CITY desires to procure JustFOIA Public Records Request Software from the CONTRACTOR for the CITY, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – JustFOIA Proposal (including any Attachments thereto); 3) Appendix B – JustFoia Master Services Agreement No. 24814.

ARTICLE 3. NATURE OF THE AGREEMENT

CONTRACTOR hereby agrees to provide subcontractors, as more particularly described in the Scope of Services outlined in Appendix A.

Unless otherwise provided for herein, CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

CONTRACTOR shall not utilize the services of any subcontractor without the prior written approval of CITY.

ARTICLE 4. TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the thirty-sixth (36) month thereafter, or April 30, 2029. The City reserves the option to renew this Contract for three (3), additional one (1) year terms.

The City may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the Agreement period and will notify the CONTRACTOR in writing if the Agreement is extended. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the CONTRACTOR, upon approval of the City Commission (the "Commission").

ARTICLE 5. NOTICE

Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

- a) to the Project Manager
Tedra Allen, City Clerk
City of Cooper City, Finance
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 291
TAllen@CooperCity.gov

and,

- b) to the Contract Manager
Tyrone White, Procurement Manager

City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: JustFOIA, Inc.
Sarah Hutchinson, Account Executive
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
(850) 600-4244
shutchinson@justfoia.com

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary to determine the price the CONTRACTOR will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix A. The City shall have no obligation to pay the CONTRACTOR any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the CONTRACTOR.

All Work undertaken by the CONTRACTOR before the City's approval of this Contract or after the expiration of this contract shall be at the CONTRACTOR'S risk and expense.

With respect to travel costs and travel-related expenses, the CONTRACTOR agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT

The CONTRACTOR shall bill the City annually. Invoices shall be certified by the CONTRACTOR pursuant to Appendix A. All invoices shall contain the following information: CONTRACTOR's information (name of the CONTRACTOR as specified within this Agreement), date of invoice, unique invoice number, CONTRACTOR's Federal Identification Number on file with the City and the State of Florida, The City's

purchase order number, unit price of the goods and/or services provided, extended total price of the goods and/or services provided, applicable discounts, a description of the goods and/or services provided, quantity, delivery information, such as the location and date of delivery of goods and/or services provided and/or delivery terms set forth within the City Purchase Order. The CONTRACTOR shall make reference to (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the City at the time the items were delivered and accepted.

All invoices shall be taken from the books of account kept by the CONTRACTOR, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, shall show the City's contract number, purchase order number and shall have a unique invoice number assigned by the CONTRACTOR. In accordance with Section 218.74 of the Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the CONTRACTOR. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the items or provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner will delay payment.

ARTICLE 8. CHANGES TO SCOPE OF WORK/ADDITION OR DELETION OF WORK

The CITY may add, delete, increase, decrease, or otherwise modify the Scope of Work, described in **Appendix "A"** of this Agreement. These changes may affect the monthly compensation accordingly. Such additions, deletions, increases, decreases, changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be approved via a contract amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any

patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10. INSURANCE

Where the CONTRACTOR is required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The CONTRACTOR shall be liable for any damages or loss to the City occasioned by negligence of the CONTRACTOR or any person the CONTRACTOR has designated in the completion of this contract.

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractor. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontractor until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent CONTRACTORs, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the CONTRACTOR. Additionally, the CONTRACTOR shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by CONTRACTOR.

The City shall be granted a Waiver of Subrogation on the CONTRACTOR's Workers' Compensation and General Liability insurance policy and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The CONTRACTOR waives, and the CONTRACTOR shall ensure

that the CONTRACTOR's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

10.1.1 REQUIRED INSURANCE

10.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

10.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractor shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

10.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

10.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

10.1.1.5 Sexual Abuse may not be excluded from any policy

10.1.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. CONTRACTOR shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and

committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12. PUBLIC RECORDS

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of

CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

ARTICLE 13. SCRUTINIZED COMPANIES

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

ARTICLE 14. ASSIGNMENT

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY, except in connection with a merger, acquisition, or sale of all or substantially all of a CONTRACTOR's assets or voting securities. In the event that CONTRACTOR does undergo a merger, acquisition, or sale of all or substantially all of its assets or voting securities, CONTRACTOR agrees to ensure that any successor entity assumes the obligations of this Agreement. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 15. SEVERABILITY

This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

ARTICLE 16. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

ARTICLE 17. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTOR's, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Cooper City. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to

comply will lead to termination of this Contract, or if a subcontractors knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 18. CONTRIBUTIONS PROHIBITED

Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the City Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

ARTICLE 19. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a thirty (30) day written notice to the CONTRACTOR. Termination for convenience is effective on the termination date stated in the written notice provided by the City. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Contract. The City shall only be liable for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The City shall be the sole judge of "reasonable costs."

ARTICLE 20. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the CONTRACTOR on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the CONTRACTOR fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the CONTRACTOR, the City shall provide written notice specifying the breach to the CONTRACTOR and advising the CONTRACTOR that the breach must be cured immediately, or this Contract may be terminated by the City. The City further reserves the right to suspend or debar the CONTRACTOR in accordance with the Sec. 2-266 of Cooper City Procurement Code, resolutions and/or other governing legislation. The CONTRACTOR will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the CONTRACTOR fails to timely or adequately, and to the satisfaction of the City, cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.

ARTICLE 21. AUDITS – ACCESS TO RECORDS

The City, through its duly authorized representatives and governmental agencies, shall have access to and the right to examine and reproduce any of the Awarded Bidder's books, documents, papers and records

and of its subcontractors and Suppliers which apply to all matters of the City for a minimum of three years after the expiration of this Contract and any extension thereof. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Contract.

CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 22. NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 23. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 24. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 25. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 26. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. CONTRACTOR will grant access to the Commission Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. CONTRACTOR

agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

ARTICLE 27. APPENDICES

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this and are incorporated herein by reference.

ARTICLE 28. LEGAL REPRESENTATION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 29. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the CONTRACTOR shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The CONTRACTOR shall also remain liable for any liabilities and claims related to the CONTRACTOR's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The CONTRACTOR shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The CONTRACTOR warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes,

and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- c) The CONTRACTOR shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the CONTRACTOR at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation to, at the City's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the CONTRACTOR's expense, the rights provided under this Agreement to use the item(s).
- e) The CONTRACTOR shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The CONTRACTOR shall enter into agreements with all suppliers and Subcontractors at the CONTRACTOR's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 32. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the CONTRACTOR or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the CONTRACTOR or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the CONTRACTOR nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the CONTRACTOR expressly agrees to be bound by and to defend, indemnify and hold harmless the

City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

- b) The CONTRACTOR shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the CONTRACTOR agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the CONTRACTOR shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the CONTRACTOR or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the CONTRACTOR shall accompany such materials.

ARTICLE 33. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The CONTRACTOR acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the CONTRACTOR will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the CONTRACTOR and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the CONTRACTORS' employees with the approval of the lessor or CONTRACTORS thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The CONTRACTOR will report to the City any information discovered or which is disclosed to the CONTRACTOR which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the CONTRACTOR's authority to prevent improper use, disclosure, or removal.

ARTICLE 34. PROPRIETARY RIGHTS

- a) The CONTRACTOR hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the CONTRACTOR hereunder or furnished by the CONTRACTOR to the City or created by the CONTRACTOR for delivery to the City, even if unfinished or in process, as a result of the goods or services the CONTRACTOR performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the CONTRACTOR as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The CONTRACTOR shall not, without the prior written consent of the City, use such documentation on any other project in which the CONTRACTOR or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the CONTRACTOR to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the City.
- c) Accordingly, neither the CONTRACTOR nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the CONTRACTOR, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the CONTRACTOR's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the CONTRACTOR and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the CONTRACTOR hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation,

or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 35. COUNTERPARTS AND EXECUTION

As applicable, CONTRACTOR shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

The CONTRACTOR shall hold all licenses or certifications, obtain and pay for all permits or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or CONTRACTOR for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The Project Manager shall verify the certification(s), license(s), and permit(s) for the CONTRACTOR prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the CONTRACTOR, constitute a violation of any law or regulation to which CONTRACTOR is subject, including but not limited to laws and regulations requiring that CONTRACTOR conduct its operations in a safe and sound manner.

ARTICLE 36. NONDISCRIMINATION

During the performance of this Contract, CONTRACTOR agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the CONTRACTOR attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the CONTRACTOR or any owner, subsidiary or other firm affiliated with or related to the CONTRACTOR is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the CONTRACTOR submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the CONTRACTOR was not in violation at the time it submitted its affidavit.

ARTICLE 37. CONFLICT OF INTEREST

The CONTRACTOR represents that:

- a) No officer, director, employee, agent, or other contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the CONTRACTOR in this Agreement. This Agreement is entered into by the CONTRACTOR without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i. is interested on behalf of or through the CONTRACTOR directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or contractor to the CONTRACTOR or to the best of the CONTRACTOR's knowledge any Subcontractor or supplier to the CONTRACTOR.
- c) Neither the CONTRACTOR nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the CONTRACTOR shall have an interest which is in conflict with the CONTRACTOR's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the CONTRACTOR provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event CONTRACTOR has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, CONTRACTOR shall promptly bring such information to the attention of the Project Manager. CONTRACTOR shall thereafter cooperate with the City's review and investigation of such

information and comply with the instructions CONTRACTOR receives from the Project Manager regarding remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the CONTRACTOR without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the CONTRACTOR first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the CONTRACTOR and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the CONTRACTOR or such parties has been approved or endorsed by the City.

ARTICLE 39. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the CONTRACTOR has with the City, the CONTRACTOR becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the CONTRACTOR under federal bankruptcy law or any state insolvency law.

ARTICLE 40. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 41. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES
AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the CONTRACTOR and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Contract, even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

ARTICLE 42. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

JustFOIA, Inc.

Date: _____

Date: _____

CITY MAYOR

By:

CITY MANAGER

NAME

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

CITY ATTORNEY

TITLE

CITY CLERK

WITNESSED BY:

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **JustFOIA, Inc.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of ____, as ____ of **JustFOIA, Inc.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____ day of _____, 20_____.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

APPENDIX A



Tedra Allen
City Clerk
City of Cooper City ("Client")
PO Box 290910
Cooper City, FL 33329

 (866) 761-5301
 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311
 sales@justfoia.com
 www.justfoia.com

Dear Tedra Allen,

Thank you for considering **JustFOIA's Proposal** in your organization's search for a Records Request Tracking Solution. Please consider the following benefits included with your JustFOIA partnership and subscription:

- **Long-Term Partnership Ensuring Client Success:** We are with you every step of your JustFOIA Client Journey. Our Delivery Team conducts live trainings and partners with you to ensure the system is configured to your unique needs. Our partnership continues throughout your journey, supported by our Technical Support & dedicated Client Success Teams.
- **Continuous Training:** In addition to live training, JustFOIA provides a complimentary subscription to a Learning Management System (LMS) including on-demand continuing educational videos and content.
- **Government Security & Compliance:** All JustFOIA client sites are deployed exclusively on the Microsoft Azure Government Cloud, the Gold Standard in government-level security. As a certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy, compliance, and transparency.
- **Unlimited Administrators, Power Users & General Users:** No matter the number of staff involved in records requests, JustFOIA allows unlimited users for all contracted modules at no additional charge.
- **Configurability & Flexibility:** JustFOIA is more than *just* FOIA. Receive a better return on investment by leveraging the solution for more than public records. Liens, Permits and Subpoenas are just a few client examples. With JustFOIA, you have more control over system settings and functionality than any other solution. Dynamic fields recognize keywords entered by citizens to point them to the right place.
- **Having a Voice:** JustFOIA was created based on client feedback, which continues to be the main source of product roadmap ideas. Clients play an essential role in our product feedback loop, collaborating with JustFOIA's Product Development & Quality Assurance Teams to ensure powerful and easy-to-use releases.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Sarah Hutchinson

Account Executive

(850) 600-4244 | shutchinson@justfoia.com



Proposal

City of Cooper City

Issued: February 27, 2026



EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients’ digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 500 clients in 44 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You’re not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive client success



JustFOIA
★★★★★

We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

FEATURES & SERVICES	Pro Plus
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	✓+
Data Storage & Users	
Standard Data Storage	Unlimited
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	✓
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing (Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, or Paymentus)	✓+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
One-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Supplemental Support Hours	+

✓ Included + Optional ✓ + Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Cooper City
Client Address: PO Box 290910, Cooper City, FL 33329
Quote Number: 40425
Quote Type: New JustFOIA System

Quote Date: 2/27/2026

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Laserfiche Integration for JustFOIA Pro Plus	1	\$1,967.00	\$1,967.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			
SUBTOTAL - RECURRING ANNUAL SERVICES			\$13,188.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 2 Request Forms	1	Included	Included
<ul style="list-style-type: none"> • Public Records Requests • TBD Records Requests 			
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Integration Configuration for JustFOIA Pro	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$370.00
SUBTOTAL - ONE-TIME SERVICES			\$1,120.00

COMPETITIVE REPLACEMENT PROMOTION WILL BE APPLIED; INITIAL COST WILL BE SERVICES ONLY. \$1,120.00



YEAR 1 RECURRING ANNUAL SUBSCRIPTION COST	\$13,188.00
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$13,847.40
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	\$14,539.77

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client’s purchasing process.

NOTE: *The information presented in this document is based on the results of JustFOIA’s and Client’s collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Client. **JustFOIA will provide Master Services Agreement and Addendum with Assumptions, Terms & Conditions for review and approval prior to the start of any project.***

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below (“Termination” section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

[remainder of page intentionally left blank]

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

HOW DOES IT WORK?



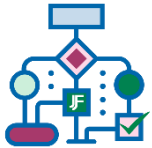
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure's backup service provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live “*System Training Sessions*” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

JUSTFOIA DEFINITIONS

To determine which modules are applicable, please refer to the Pricing section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution for new users and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables [Single Sign-On](#) ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Microsoft Entra ID (formerly known as Azure Active Directory) login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Microsoft Entra ID (formerly known as Azure Active Directory)
- ADFS
- Open ID Connect
- Active Directory
- PingFederate
- Google Workspace (formerly G Suite, formerly Google Apps)
- SAML
- Duo

PAYMENT PORTAL

JustFOIA integrates with Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, and Paymentus payments to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Global Payments, Authorize.net, PayPal, NIC, Catalis, or Paymentus payments site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

ANY & ALL DOCUMENT MANAGEMENT

For clients who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

DIRECTROUTE WORKFLOWS

DirectRoute Workflows enhance your organization’s efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA’s standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS

For clients looking for a more advanced form experience, Dynamic Form Fields provides a way to create highly interactive and user-centric request forms. These fields adapt the form’s behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

INSTANCE

For agencies that prefer to have multiple instances of JustFOIA, there are options available. Ideal for shared services environments with centralized IT administration and billing needs, an additional instance can be used for an additional agency, division or even a sandbox environment. An additional instance includes:

- Per-instance administration interface
- Same add-ons as initial system
- A separate, unique URL
- Unique set of system email templates
- Independent branding and separate Public Portal
- Independent reporting
- A different SSO domain and/or payment account

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide](#) and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

LASERFICHE INTEGRATION CONFIGURATION

CLIENT TASKS & DELIVERABLES

- IT review and verification of prerequisites/requirements in the [Laserfiche Integration User & Configuration Guide](#)
- Attend all scheduled integration and configuration sessions and respond promptly to requests for information
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Conduct remote configuration sessions as required to complete the Laserfiche integration
- Complete testing and training

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
<input type="checkbox"/>	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
<input type="checkbox"/>	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
<input type="checkbox"/>	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: <ul style="list-style-type: none"> ▪ Legal Name ▪ Bill to Contact(s)/Email(s) ▪ Ship to Contact(s)/Email(s) ▪ Accounts Payable Email (if applicable) ▪ Desired Request Forms ▪ Desired URL (Example: bryantx.justfoia.com) 	JustFOIA SC
<input type="checkbox"/>	Ensure your IT Department has reviewed and agreed to the prerequisites for: <ul style="list-style-type: none"> ▪ Single Sign-on <ul style="list-style-type: none"> ▪ Determine enterprise connection (i.e., Microsoft Entra ID (formerly known as Azure Active Directory), ADFS, SAML) ▪ Laserfiche Integration <ul style="list-style-type: none"> ▪ Must be on version 11 or higher ▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)? 	Client IT
<input type="checkbox"/>	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the Payment Portal (Global Payments, Authorize.net, PayPal, NIC, Catalis, Point And Pay, or Paymentus payments) <ul style="list-style-type: none"> ▪ Determine desired payment gateway ▪ Determine/setup merchant account compatible with payment gateway 	Client Finance
<input type="checkbox"/>	Client/JustFOIA Legal Review	Client & JustFOIA SC
<input type="checkbox"/>	Client executes Contract and becomes part of the JustFOIA family!	Client

APPENDIX B
MASTER SERVICES AGREEMENT NO. 24814

This Master Services Agreement No. 24814 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for

employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or

acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS

PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCi, LLC	City of Cooper City
3717 Apalachee Parkway	9090 SW 50th Place
Suite 201	Cooper City, Florida, 33328
Tallahassee, FL 32311	Attn: Jacob G. Horowitz
Attn: Legal Department	Email: jhorowitz@gorencherof.com
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company.

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

CITY OF COOPER CITY ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

9090 SW 50TH PLACE
COOPER CITY, FLORIDA, 33328