

CONTRACT

DINWIDDIE COUNTY
LASERFICHE

The Agreement is made this 11th day of September 2019, by and between **MCCI, LLC**, of 1958 Commonwealth Lane, Tallahassee, FL 32303 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to procure Laserfiche Software and Support; and

WHEREAS, Contractor submitted a quote for same, consistent with the County’s needs; and

WHEREAS, Contractor was selected to provide goods/services; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) NCPA Contract Number 11-25 and (3) Contractor’s quote dated August 28, 2019. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for two (2) years with the option for renewals based on the NCPA Contract. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**
3. **Costs.** Contractor agrees to provide all software and support for the unit prices listed in the NCPA Contract. Annual Maintenance shall be **TWENTY-TWO THOUSAND THREE HUNDRED SEVEN AND 75/100 DOLLARS (\$22,307.75) per year** (the “Contract Price”). Additional purchases shall be documented by a contract amendment signed by both parties. Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Zack Nowacki
County Administrator	MCCI, LLC
P. O. Drawer 70	1958-A Commonwealth Lane

Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

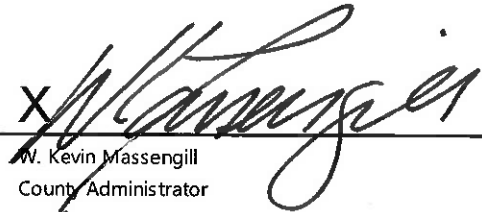
Tallahassee, FL 32303
(850) 701-0725 ext 7588
zackn@mccinnovations.com

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Terms and Conditions.
- 6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

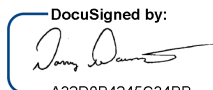
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

MCCI, LLC

X 

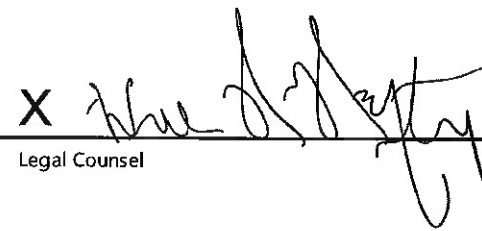
 W. Kevin Massengill
 County Administrator

X 


 Print Name/Title:
 Donny Barstow
 President

Approved as to form:

Department Approval:

X 

 Legal Counsel

X **Norman L Cohen Jr** 

 Norm Cohen
 Director of Information Technology

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor

further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
 - e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).
- (2) To Subcontractor(s):
- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.



Laserfiche Support Renewal

PRICING PROPOSAL

1958-A Commonwealth Lane
Tallahassee, FL 32303
850.701.0725
850.564.7496 fax

Complete and return to:
billing@mccinnovations.com

Client Name: Dinwiddie County, VA

Laserfiche Support: 09/23/2019 - 09/22/2020

Product Description:	Qty.	Cost	NCPA 11-26	Total
ANNUAL SOFTWARE SUPPORT/SUBSCRIPTION - BASIC LSAP				
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Full Users (25-49 Users)	48	\$198.00	\$198.00	\$9,504.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (25-49 Users)	48	\$18.00	\$18.00	\$864.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Portal	1	\$1,599.00	\$1,599.00	\$1,599.00
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Basic <i>Includes QF and Validation packages for Bar Code and Real Time Look Up</i>	1	\$500.00	\$500.00	\$500.00
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Core <i>Includes QF, Scripting Kit, and Validation packages for Bar Code, Real Time Look Up, and Zone OCR</i>	1	\$1,000.00	\$1,000.00	\$1,000.00
<input checked="" type="checkbox"/> Laserfiche Rio Connector (25-49 Users)	48	\$9.00	\$9.00	\$432.00
<input checked="" type="checkbox"/> Laserfiche Administration Services, Level 1 <i>Laserfiche Administration Services needs are estimated based on the current software components provided herein: up to 37.5 hours.</i>	1	\$5,568.75	\$5,568.75	\$5,568.75
<input checked="" type="checkbox"/> Training Center 25 - 49 Users	1	\$2,840.00	\$2,840.00	\$2,840.00
Annual Support Total				\$22,307.75

For budgetary purposes, the Client should include \$22,307.75 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCI's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.

Total Project Cost

\$22,307.75

All Quotes Expire in 30 Days

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCI and the Client. Pricing is valid for 30 days from date appearing on this order. MCCI will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCI will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCI will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Terms and Conditions

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services according to the following terms and conditions:

1. LASERFICHE SOFTWARE PLATFORM UPGRADE

One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive any available software credit for prior platform software, the client must have an active LSAP (support/maintenance that has not expired). Credits are not available for moving to Laserfiche Subscription or Cloud licensing options from an alternative Laserfiche licensing model.

2. INTEGRATIONS

3rd party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the Client and considered in the user licensing purchased.

3. SOFTWARE ASSURANCE PLAN (SAP)

MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: access to software point release updates, telephone or email support for software related issues, 24-hour FTP and website access, technical bulletins, and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Annual support payment is due in advance of the renewal date. Reinstatement fees will apply if payment is received more than 30 days after the renewal date. Any updates requiring shipment of software require Client to pay shipping costs. For Laserfiche (all other software brand terms are based on manufacturer's policy) products:

- For net new systems, the support date is set 30 days after MCCI submits software order to Laserfiche.
- For platform upgrades, the support date is set immediately upon MCCI submitting software order to Laserfiche.
- For additional software, the support date is prorated to match the client's existing support date.
- All maintenance/subscriptions are prepaid and non-refundable.
- For Subscription Licensing (only applicable if Subscription licensing has been purchased)
 - Notice of non-renewal: 45-day written notice is required. If payment is not received prior to the expiration date, the Client will receive a 15-day grace period and then the Subscription software will no longer function.
 - Renewal of expired Subscription licensing: If a customer reactivates an expired Subscription account within the same calendar year, the customer will be charged a 1-month reinstatement penalty and the anniversary date will remain as the original anniversary date. If the reactivation of an expired account occurs a year or more after it has been expired, the customer will be charged a 1-month reinstatement penalty and will have a new anniversary date based on the date of purchase.

Clients may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 a.m. to 8 p.m. Eastern Time.

4. SOFTWARE PURCHASES AND SUPPORT RENEWALS

As your current Solution Provider of Record, Laserfiche policy dictates that MCCI, is the only Solution Provider that can download software licenses and activations for you. Unless you decide to cancel your contract with MCCI or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future software purchases, upgrades, and support renewals will be processed and provided solely by MCCI.

5. LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCI and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCI.

6. SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLAs are offered as additional options to the Software Assurance Package. A SLA is required in some circumstances and offers the client escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request. MCCI currently has two separate SLAs available:

- MCCI SLA: Level 2 – Infrastructure Hosting
- MCCI SLA: Level 3 – Application Support

7. MCCI SOFTWARE CUSTOMIZATIONS

The client may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support and updates through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise, current hourly rates will apply. Upgrades to existing programs or the acquisition of new programs from vendors other than MCCI may affect customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the client or another vendor or application preclude the operation of MCCI's customizations.

8. MCCI SOFTWARE CONFIGURATION SERVICES

The client may elect to contract with MCCI to configure the software. The client is responsible for testing all software configurations completed by MCCI. By acknowledging this testing requirement, the client waives any and all liability to MCCI for any fees, damages, etc. that could be related to software configurations.

9. TEST/EVALUATION SOFTWARE

Purchases/availability of test and/or evaluation software are dependent upon the manufacturer's current relative policies.

10. CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally without MCCI's help. MCCI is not responsible for any damages caused by the client's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the client. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

11. CLIENT OWNED HARDWARE

With the exception of MCCI providing hosted infrastructure options for Laserfiche, MCCI does not support any client-owned hardware or any of the related services as part of this contract.

12. USE OF BASECAMP

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

13. CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

14. SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, client will be billed accordingly.

15. PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCI will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

16. ADDITIONAL SERVICES

As an additional service/product under this contract, MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar) – MCCI offers the Granicus Legislative Management Suite (Legistar) and related services, which provides electronic automation and creation of agendas and minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau – MCCI offers scanning, indexing, and integration of hard copy documents and microfilm/microfiche with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Open Records Request Solution (JustFOIA) – MCCI offers its JustFOIA solution to help agencies track open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.

17. AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

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

18. LIMITED LIABILITY

Notwithstanding anything in this Agreement to the contrary, MCCI's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCI to Client shall be strictly limited to the project fees paid to MCCI by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCI for the particular service/product that the Client's claim was caused by or arose out of. [For example, if the Client is paying MCCI for both Laserfiche Product and Infrastructure Hosting Services, and the claim arises from an Infrastructure Hosting Services problem, then the liability limitation would be the 12-month fees paid for Infrastructure Hosting Services and would not include the fees paid for Laserfiche products.]

19. FORCE MAJEURE

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

20. CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

21. NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCI will actively recruit or solicit employees, independent contractors of either company, or the employees of any of the other subcontractors who are on active payroll status and are currently participating in this program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, (i.e. newspapers, professional journals, etc.) so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction. If, during the term of, or within 12 months after the termination of the performance period of this agreement, client hires directly or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.

22. MARKETING & REFERENCES

Client agrees to allow MCCI to publicly announce the client's selection of MCCI for the specific solution(s), at the time of the client contracting with MCCI. Additionally, upon the client providing written consent, MCCI is authorized to publish and publicize testimonials and case study information pertaining to MCCI's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

23. MCCI TERMS & CONDITIONS FOR HOSTED INFRASTRUCTURE

These "Terms & Conditions for Hosted Infrastructure" are only applicable if Client contracts with MCCI to host infrastructure for its Laserfiche Solution.

In the event that Client contracts with MCCI for Hosted Infrastructure service, there are additional contract terms applicable to these services, which are contained in "MCCI SLA: Level 2 – Infrastructure Hosting" The MCCI SLA: Level 2 – Infrastructure Hosting terms are available upon request.

Subscription Term, Fees, Payment, and Termination of Services

Subscriptions for hosted infrastructure are for no less than a one (1) year period and can be prorated to match Laserfiche software/subscription renewal dates. The term starts when access is provided. For new implementations, the Laserfiche software/subscription order process and start date of renewal periods may be aligned to match the hosted infrastructure subscription start date. The one (1) year period automatically renews, unless the client provides written notice 90 days in advance. You may terminate this Agreement for convenience at any time upon 90 days advance written notice.

- Fee increases:
 - Adjustment to fees related to an increase in the level of service requested/authorized by the client will be made at the time of such changes in service becoming available to the client.
 - Third-Party License Fees – In the event that a third-party license provider increases the fee they charge MCCI's hosting partner for your use of such license, we will increase your fees by the same percentage amount, provided we notify you in writing at least 90 days before the effective date of the price increase. Adjustments in subscription rates may be made to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Note that for renewals of terms that are one (1) year or more in length, MCCI will not increase fees more than once over a 12-month period. In the event that the client has a renewal term of less than one (1) year (examples would be quarterly or monthly), fees can be increased at any time and by any amount, upon 90 days advance written notice.
- Payment: Payments are due according to the terms specified on the invoice and always prior to the subscription expiration date. Late payments are subject to fees, as well as suspension of services.

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

Date: **October 1, 2019**

By:

DocuSigned by:



A32D0B4245C34BB...
(Signature)

Donny Barstow President

(Printed Name & Title)

Noted Items Accepted by: **DINWIDDIE COUNTY, VA**

Date:

By:



(Signature)

W. Kevin Massengill, County Administrator

(Printed Name & Title)