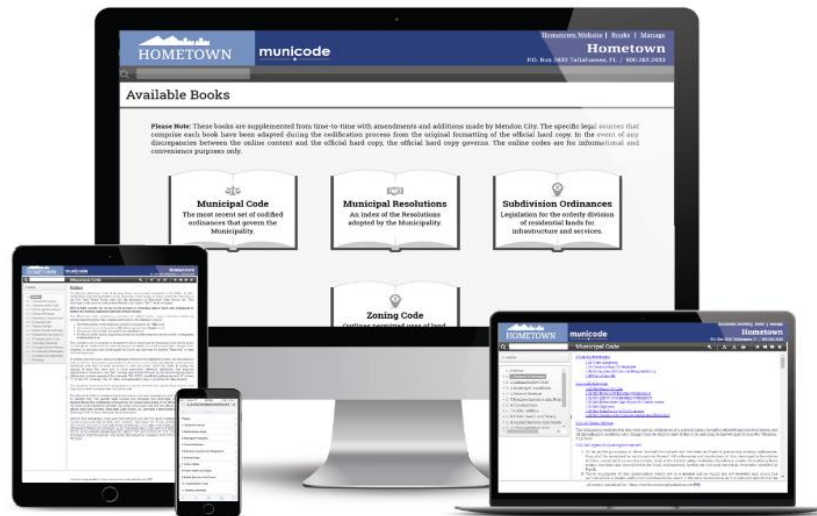


SELF-PUBLISHING SOFTWARE

City of West Allis, Wisconsin

October 24, 2019
(Quote Valid for 180 Days)



municode

CONNECTING YOU & YOUR COMMUNITY



James Bonneville

Midwest Senior Regional Executive

Phone 651-262-6262

Email JBonneville@municode.com

PO Box 2235 Tallahassee, FL 32316

*This proposal will serve as **Exhibit A** to the attached Self-Publishing Software Agreement*



GovTech Top 100 Innovators in
2016, 2017 & 2018

municode
CONNECTING YOU & YOUR COMMUNITY

LETTER OF INTEREST

October 24, 2019

Mr. Steven Braatz, Jr.
City Clerk
City of West Allis
7525 West Greenfield Ave.
West Allis, WI 53214

via email: sbraatz@westalliswi.com

Mr. Braatz:

Thank you for speaking with Midwest Senior Regional Executive James Bonneville regarding our Self-Publishing Software service. This service is an ideal solution for clients who prefer to update and maintain their Code of Ordinances (and other publications) in-house for a fixed annual cost. The attached proposal summarizes the costs and scope for services for transitioning your Code to the Self-Publishing platform as the primary publication, as well as for the 3 additional publications you discussed with James. Pro-rated costs for December of 2019 and annual costs going forward are shown on the bottom of the quotation sheet. We've also quoted a cost for our MuniPro service which enables you to search over 3,500 Codes in our full-service database for ordinance samples, to create notes to attach to any publication and to draft new ordinances.

Municode has been connecting our local government clients with their citizens since 1951! Whether it is through the legal codification process, our full-service or self-service code updating options, our robust suite of online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our clients with innovative products, superior technology and excellent customer service. We encourage you to visit our corporate website to explore our full suite of local government services: <https://www.municode.com/>

After the material is converted to Municode's database, authorized users can log in to the online code and/or publications, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. To view an online Code that is maintained and published by Municode via our Self-Publishing Software option, please visit the Alpine City, Utah Code: <https://alpine.municipalcodeonline.com/>

The following pages describe this software in more detail. Our Self-Publishing software expert, Regional Sales Executive Kimball Clark, is available to demonstrate the software to you via webinar at your convenience and will provide all future training and support for our Self-Publishing Software. Kimball is supported by Client Services Account Executive Tressa Santisteban in Utah, and our entire team in Tallahassee, Florida.

To purchase this software, please indicate any additional services you are interested in on pages 2, 8 and 9 and return the attached signed Agreement to us for processing. If you have any questions, please let us know. In addition to email, James can be reached at (651) 262-6262. Midwest Territory Account Manager Tracy Stevanov (tstevanov@municode.com, 828-280-2219) and Vice President of Client Services, Steffanie Rasmussen (800-262-2633 ext. 1148), also welcome your call at any time. Thank you for the opportunity to submit this proposal. We look forward to speaking with you soon.

Sincerely,



Dale M. Barstow
Vice President of Sales
Phone: 800-262-2633 ext. 1225

PRICE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances, annually (as primary publication) \$5,000¹
(Pro-rated to \$416.67 for December 2019 – includes 10 user licenses!)

The creation of the custom service/instance online enables users access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates & Legislative History Tool
- ★ PDF Ordinance/Resolution Storage² & Automatic PDF Generation for backup/printing
- ★ Online Training and Customer Service
- ★ Activation of any additional publication, as quoted below

DATABASE CONVERSION & SOFTWARE SETUP (Includes 3 hours training) \$1,000³

Includes up to 1,500 pages of Code material, additional pages at 50¢ per page. If less than 1,500 pages, the remaining page balance may be applied toward the conversion of any additional publication(s) *during the first 3 months of the Agreement term*. Timeframe for conversion is 4 to 6 weeks from our receipt of the applicable material, provided the material is in an editable electronic format.

CODE UPDATE SERVICES, per ordinance/resolution page \$18

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any *coded* publication upon request.

ADDITIONAL PUBLICATIONS, each, annually (Optional) \$295⁴

Current Additional Publications (3): Resolutions, Fee Schedule, and Policies & Procedures (pro-rated to \$73.75 for December 2019) Can include any additional publications of your choice!

ADDITIONAL SERVICES AVAILABLE

- ★ Conversion, per additional publication (if added after the first 3 months) **\$1,000**
- ★ Code Update Services, *after* initial Code conversion, per hour **\$150⁵**
- ★ Consultation Services, per hour **\$100⁶**
- ★ Additional Training, per hour **\$150**
- ★ MuniPro⁷ **\$295 for 1st license, \$95 each additional**
- ★ Onsite Training **Quote available upon request**
- ★ State Law Review, Legal Review, Recodification **Quote available upon request**
- ★ Renumbering of Code, quote based on Code material **Quote available upon request**

Pro-Rated Annual Cost

Dec 2019

\$1,000.00 Conversion⁹
 \$416.67 Software License – Code
 \$ 73.75 Additional Publications (3)
 \$295.00 MuniPro

Annual Cost

1/1/20 – through agreement term⁸

\$0 Conversion
 \$5,000 Software License - Code
 \$885 Additional Publications (3)
 \$295 MuniPro

\$1,785.42 2019 Annual Cost

\$6,180 2020 – 2022 Annual Cost

¹ Includes 10 user licenses. Quotes for additional user licenses available upon request. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI).

² Data limitations may apply.

³ Provided Municode can rely upon the version of the Code furnished and it is in an editable, electronic format. Conversion fee, annual licensing fee and any additional applicable fees are payable upon completion of data conversion to Municode’s database. All material for conversion to Municode’s database must be received within 30 days of receipt of signed Agreement. Complex or form-based graphics may be subject to an additional fee. We will contact you should this occur.

⁴ Invoiced upon date of initial online additional publication, and annually thereafter upon anniversary date of initial additional publication.

⁵ Excludes legal services, Should legal services be desired, please contact us for a price quote.

⁶ Excludes legal services. Can include amendments to signature setup, graphic design/digital imaging services, meeting attendance or special projects. Should legal services be desired, please contact us for a price quote.

⁷ Search over 3,500 Codes in our full-service database for ordinance samples. Create notes to attach to any publication and draft new ordinances. SPS publications are not currently included in MuniPro’s searchable database.

⁸ Assuming no additional publications or services are added by the City in subsequent years.

⁹ Assuming Code and 4 additional publications do not exceed 1,500 page conversion limit.

COMPANY PROFILE

History, Mission, and Team

With over 68 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is located just south of Portland in Lake Oswego, Oregon. We also have individual team members working in several states across the country.



Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



OUR TEAM



Eric Grant, President

Eric Grant is President of Municipal Code Corporation (Municode). Eric joined the Municode team in 2007 after receiving his Juris Doctorate from the University of Virginia School of Law, and becoming a member of the Florida Bar, Eric served as a Tank Platoon Commander in the United States Marine Corps. Eric attended both the United States Naval Academy and Georgetown University's School of Foreign Service. While at the Naval Academy, Eric served as the Brigade Commander, responsible for the development, training and welfare of over 4,000 of America's finest young men and women. As President of Municode, Eric has helped the company achieve increased levels of growth and has guided the team in several acquisitions both in Municode's traditional line of business and into new verticals.



Phillip Claiborne, Chief Information Officer/Chief Operating Officer

Our IT team is led by our Chief Information Officer/Chief Operating Officer, Phillip Claiborne, whose staff of 17 web application developers and system administrators is dedicated to remaining the industry's leader for technological advances in our field. They maintain and routinely enhance our website, MunicodeNEXT to create new ways to make your Code as transparent and informative as possible.



Julie Lovelace, Vice President of Code Department

Our Code Department is led by Julie Lovelace, Vice President of Codes. Julie has over 27 years of experience in local government law and ensures that our final legal products meet Municode's demanding standards. With the combined expertise of Julie and her team of seasoned codification attorneys, our Code Department has successfully completed well over 4,300 intricate codification, recodification and Legal Review projects.



Tassy Spinks, Vice President of Supplement Department

Our full-service Supplement team is led by Vice President of Supplements, Tassy Spinks, whose 14 professional legal editorial teams work diligently to ensure that our clients receive the timeliest and most accurate supplements possible, with the highest quality of printed publications originating directly from the printing facility located in our Tallahassee headquarters.



Dale Barstow, Vice President of Sales

Dale Barstow is the Vice President of the Municode Sales department. Dale started working at Municode in 1971 and has extensive experience working with Municipal and County Government. He is a graduate of Embry-Riddle Aeronautical University. He serves as President of the Municipal Clerks Education Foundation of the International Institute of Municipal Clerks. Mr. Barstow is an Honorary Municipal Clerk in the States of: Florida, Texas, North Carolina, and Missouri.



Steffanie Rasmussen, Vice President of Client Services

Steffanie Rasmussen, Municode's Vice President of Client Services, directly oversees our customer service staff. Steffanie earned her M.S. in Industrial & Organizational Psychology from Kansas State University and a B.S. in Business Psychology and a certificate in Performance Management from Florida State University. Steffanie joined the Municode team in 2010 and she specializes in nurturing new contracts to fruition, from pre-contract negotiations to web publication and ongoing supplementation customer service support.



Kimball Clark, Regional Sales Executive

A graduate of Weber State University, Kimball has over 20 years of experience in graphic design and has played a major role in the creation of SaaS (Software as a Service) cloud-based management tools for various industries. During the last 5 years, Kimball has focused his technical skills primarily on self-publishing services for local government clients, with an emphasis on the publication and in-house maintenance of Codes of Ordinances.

SCOPE OF SERVICES

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and “in-house”, using your staff in lieu of Municode’s team of Legal Editors and Legal Proofreaders to edit and update the Code.

Self-Publishing Software puts the maintenance of the Code directly into our client’s hands and is equipped with all of the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your Code, You Publish

The self-publishing process begins with converting your recently updated and current Code of Ordinances into Municode’s Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance to bring the Code current for online publication, or to assist in updating the online Code at any future point in time, as indicated on the **Price Quotation Sheet**. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request. What if you don’t have an official Code, but still wish to utilize this service to record and update your legislation?

If your municipality does not have an official Code, we offer either full legal Codification services (which is conducted by a Municode attorney, includes a thorough Legal review of all code material and ensures conformity to State Law) or the economic alternative of Publication services, during which we simply organize and publish your Code material in preparation for the Self-Publishing Software platform. During the Publication process, relevant language is extracted from your existing ordinances and placed into a model table of contents, resulting in a model Code that is based on your unique ordinance history, and that is organized, flexible and adaptable. Any changes deemed necessary by your counsel can then be made in-house utilizing the Self-Publishing Software’s standard ordinance creating process.

During the Code conversion process, you can elect to keep your current Code numbering system or consult with Municode staff to create a logical and inclusive code numbering system that will allow for the continued growth and expansion of the Code. After your material is converted to the Municode software platform, we will provide the necessary training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current.

Sign, Seal & Update by Email Approval

After the automatically-generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.

SELF-PUBLISHING SOFTWARE FEATURES



Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.



Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.



Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.



Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.



Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!



Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code



PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.



Desktop, Mobile Friendly

All of our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.0 Level AA checkpoints for accessibility.



Branding, Theming

Each client can choose the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your publication. We also include an array of analytics that will show you how your citizens use your publications, including commonly accessed resources.



Host Additional Searchable Publications

Some clients use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.



Online Training and Customer Service

Municode provides support and training to clients to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish their own material develop themselves professionally and learn new skills.



Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.



Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! Customers can easily upload all supporting documentation and images such the original legislation, ordinances, zoning maps, documents, etc.



Print-friendly

Download online code as a PDF File, enabling print or backup

ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.



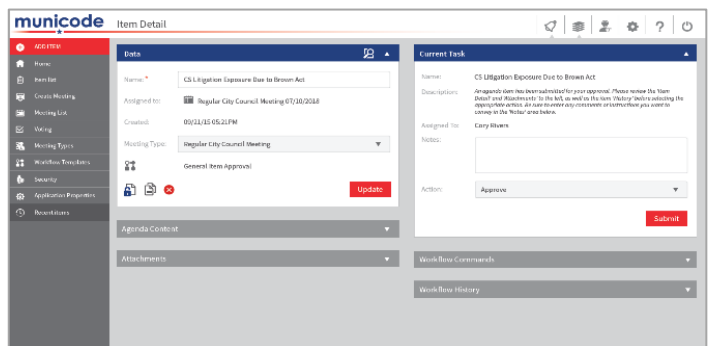
[Request MunicodeWEB Demo/Proposal](#)

Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.



[Request MunicodeMEETINGS Demo/Proposal \(Please contact us for a price quote!\)](#)

Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (<https://www.pointandpay.com/>) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

[Request Point and Pay Demo/Proposal](#)

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.



Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.



JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

[Request MCCi Demo/Proposal](#)

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **enCodePlus** assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCodePlus** has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCodePlus** can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>



[Request enCodePlus Demo/Proposal](#)

Municode Self-Publishing Software Agreement

West Allis, Wisconsin

THIS LETTER OF ENGAGEMENT (“Agreement”) is entered between the City of West Allis, Wisconsin (“CLIENT”) and Municipal Code Corporation, DBA “Municode” (“CONSULTANT”). For the purpose of this Agreement, “USER” is defined as an employee, consultant, third-party contractor or agent to whom “CLIENT” has granted access to use the services provided under this Agreement. Municode’s proposal of **October 24, 2019** will serve as **Exhibit A** to this Agreement.

The parties agree as follows:

Term. This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement. The initial term of this Agreement is for a period of (3) three years from the date of the initial online publication. This Agreement shall automatically renew on an annual basis, unless either party gives the other notice of non-renewal within thirty (30) days of the scheduled renewal period.

Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in **Exhibit A**. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the invoice for services rendered, unless otherwise indicated in **Exhibit A**, with the one-time database conversion fee (if applicable), the first recurring annual Software License fee, and any other applicable fees set forth in Exhibit A due within thirty (30) days of completion of data conversion to Municode’s database. Thereafter CONSULTANT shall invoice the CLIENT annually for the Software License Fee based upon the anniversary date of the initial online publication, and the anniversary date(s) of any additional publications added during the existing Agreement term.

1. **Consumer Price Index.** Following the initial Agreement term, CONSULTANT may increase fees by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI).
2. **Scope of Services.** CONSULTANT’s services under this Agreement shall consist of services as detailed in **Exhibit A**. The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.
3. **Use of Services.**
 - a. **CONSULTANT Responsibilities.** CONSULTANT shall: (i) provide to CLIENT initial software training and ongoing standard telephone and internet support for the purchased software services at no additional charge and shall (ii) use commercially reasonable efforts to make the purchased software services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the purchased software services or email and which CONSULTANT shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond CONSULTANT’S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONSULTANT’S employees), failure or downtime in Third-Party or Internet service provider failures or delays, and (iii) provide the purchased services only in accordance with applicable laws and government regulations.
 - b. **CLIENT Responsibilities.** CLIENT shall (i) be responsible for USER’S compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT Data and of the means by which CLIENT acquired said Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the services and notify CONSULTANT promptly of any such unauthorized access or

use, and (iv) use the services only in accordance with all applicable laws and government regulations. CLIENT shall not (a) make the services available to anyone other than USERS, (b) sell, resell, rent or lease the services, or (c) use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

- c. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls CLIENT is permitted to make against CONSULTANT application programming interface, and, for services that enable CLIENT to provide public websites, on the number of page views by visitors to those websites.
 - d. CONSULTANT shall not be responsible for the legality of any material initially or subsequently published.
4. **Integration.** This Agreement, along with the description of services to be performed attached as **Exhibit A**, and the additional products and services described therein contain the entire Agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions.
 5. **Warranty.** CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).
 6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of this Agreement and further limited to a maximum amount equal to the consulting fees received by CONSULTANT from CLIENT under this Agreement.
 7. **Termination.** This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term).
 8. **Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
 9. **Ownership of Product.**
 - a. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CONSULTANT reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein.
 - b. Ownership of CLIENT Data. As between CONSULTANT and CLIENT, CLIENT exclusively owns all rights, title and interest in and to all of the CLIENT Data.
 - c. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by CLIENT, including USERS, relating to the operation of the services.
 10. **Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

11. **Right to Purchase.** This Agreement enables CLIENT to purchase any additional services found in **Exhibit A** as an addendum hereto.
12. **Assignment.** Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin without resort to any jurisdiction's conflicts of law, rules or doctrines.
14. **Service of Notices.** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the following addresses:

To CLIENT:

City of West Allis
ATTN: Steven Braatz, Jr., City Clerk
7525 West Greenfield Ave.
West Allis, WI 53214
sbraatz@westalliswi.com

To CONSULTANT:

Municipal Code Corporation
ATTN: Steffanie Rasmussen, Vice President of Client Services
PO Box 2235
Tallahassee, FL 32316
info@municode.com

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 2019.

CONSULTANT Signature: _____

Name and Title: W. Eric Grant, President

DATED: _____

CLIENT Signature: _____

Name and Title: _____ (please print)

DATED: _____