

Insight Global Master Services Agreement for Placement of Staffing Personnel

This Master Services Agreement ("Agreement") is made between Insight Global ("Insight Global") and its client City of Franklin ("Client"). This Agreement is effective entered into this the 1st day of February, 2013.

Insight Global specializes in Staffing Services. Client desires to engage Insight Global to provide temporary staffing services and Insight Global desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term "Contract Employee" means an Insight Global employee placed with the Client.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of three (3) years.

1.1 Termination for Breach. Either party may terminate this Agreement upon notice if the other party materially breaches any term or condition of this Agreement.

1.2 Termination for Convenience. Client may terminate this Agreement for convenience upon fourteen (14) day's written notice to Insight Global. Client will pay Insight Global as provided in this Agreement through the date of termination, but shall have no other or further liability to Insight Global as result of such termination.

2. SERVICES:

2.1 Insight Global shall provide to Client one or more Contract Employees to perform Services as requested by Client from time to time. These Services are set forth in Exhibit A, which may be amended or revised from time to time by Client, and shall conform in all material respects to any performance specifications as required by Client.

2.2 Insight Global agrees that the Services shall be performed in a workmanlike and professional manner by its personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. As the provider of staffing services to Client, Insight Global shall perform or be responsible for the following: (i) recruiting, selecting, hiring, employing and assigning personnel in compliance with applicable laws; (ii) compensating personnel and providing the benefits that Insight Global has available; (iii) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer's obligations for unemployment compensation; (iv) providing any legally required workers' compensation benefits and coverage; (v) maintaining personnel and payroll records; (vi) making legally required employment law disclosures; and (vii) performing human resources administration and non-operational supervision with respect to Insight Global personnel.

2.3 Client shall determine the methods, details, and means of performing the Services. Insight Global shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Client also shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Insight Global personnel to ensure satisfactory performance and acceptable work product. Client will designate a management-level individual to be responsible for overseeing the Insight Global personnel with respect to the provision of the Services being provided under this Agreement.

3. **PERSONNEL:**

3.1 Client may interview the personnel whom Insight Global assigns to provide the Services. Client shall have the right, at any time, to request the removal of any Insight Global personnel whom Client deems to be unsatisfactory. Upon such request, Insight Global shall use all reasonable efforts to promptly replace such personnel with substitute personnel having appropriate skills and training.

3.2 Insight Global shall conduct a comprehensive criminal background check to be performed on each individual proposed to perform Services under this Agreement, and shall assign only those personnel to perform Services for Client whose background check results are satisfactory to Insight Global and Client. A copy of the background check shall be supplied to Client either prior to the start date of the Insight Global personnel or at the same time Insight Global personnel begins the assignment for Client. Client, at its option, shall have the right to require Insight Global to perform additional background checks.

3.3 Insight Global shall require all personnel assigned to perform Services for Client pursuant to this Agreement to undergo a drug test. A copy of each drug test shall be supplied to Client either prior to the start date of the Insight Global personnel or at the same time Insight Global personnel begins the assignment for Client.

3.4: Each Insight Global personnel assigned to perform Services for Client pursuant to this Agreement shall report to the Human Resources Department before performing any Services for Client.

4. **INDEPENDENT CONTRACTOR STATUS:**

4.1 Insight Global is an independent contractor of Client. Neither party is, nor shall either party represent itself as, an employee, agent, representative or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability or otherwise bind the other party. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

4.2 In no event shall any employee, contractor or agent of Insight Global be considered an employee, contractor or agent of Client. Insight Global shall have sole responsibility for payment of compensation to its personnel. Insight Global shall pay and report, for all personnel assigned to perform the Services for Client, all federal, provincial and state income tax withholding, social security taxes, payroll taxes and unemployment/employment insurance applicable to such personnel. Insight Global shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Insight Global provides or is legislatively mandated to provide its employees, as its employees. Insight Global agrees to defend, indemnify, and hold harmless Client, its officers, directors, employees, and agents, and the administrators of their benefit plans from and against any claims, liabilities, or expenses relating to compensation, tax, insurance, or benefit matters that Insight Global provides or is legislatively mandated to provide its personnel.

5. **INVOICES:** Insight Global will invoice Client on a weekly basis for staffing services rendered by Insight Global personnel for the number of hours worked the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Insight Global personnel in excess of forty (40) hours per week, or as otherwise required by law. Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within ten (10) business days of Client's receipt of the invoice.

Attached hereto as Exhibit A is a list of the names of the Insight Global personnel to be placed initially with Client, standard and overtime hourly billing rates, and starting date, for each individual. Unless otherwise agreed by the parties, this Agreement shall apply to additional personnel provided by Insight Global as requested by Client hereunder from time to time.

6. **PAYMENT; DEFAULT:** Payment in full for invoices shall be made to Insight Global within thirty (30) days from Client's receipt of invoice. If the Client's account is past due and Insight Global has notified Client verbally or in writing of the past due balance, Insight Global may, with notice, immediately cease providing any and all further Services without any liability to Client for interruption of pending work.

7. **EXPENSES:** Client shall reimburse Insight Global for all ordinary, necessary, and reasonable travel expenses pre-approved by Client and incurred by Insight Global personnel while performing Services on behalf of Client. Insight Global personnel travel shall be in conformance with Client's Travel Policy, attached to this Agreement as Exhibit B.

8. **COLLECTION:** Client agrees to reimburse Insight Global for all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Insight Global in enforcing collection of any undisputed invoices due under this Agreement.

9. **PREVAILING WAGE:** Client agrees that it is Client's responsibility to notify Insight Global of any prevailing wage or other wage requirements covering Insight Global personnel assigned to perform Services for the Client, and Client hereby certifies that the Services to be performed under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements are applicable, Client shall be responsible for notifying Insight Global of the proper job classification.

10. **CONVERSION/RIGHT TO HIRE.**

10.1 Conversion: If, at any time during the time period in which any Insight Global personnel is performing Services for Client under this Agreement, and for a period of one hundred eighty (180) days thereafter, Client or any of its subsidiaries or affiliates employs such Insight Global personnel, or engages such Insight Global personnel as an independent contractor, Client will pay Insight Global a placement fee in an amount equal to 20% of the individual's Annualized Compensation (as defined below). "Annualized Compensation" is defined as salary, incentive, signing and other bonuses, and any other compensation that would be earned by the Insight Global personnel during the first 12 months of service with Client, regardless of when or if such compensation is actually paid. The placement fee shall be due upon the commencement of the individual's employment or engagement with Client.

There are no fees associated with the early termination of any Insight Global personnel. However, if the Insight Global personnel is terminated before one hundred eighty (180) days of continuous services, Client may not solicit or hire said individual for a period of 1 year.

10.2 Submittals--Right To Hire: Client agrees that Insight Global is the representative of all candidates for which resumes are submitted to Client by Insight Global in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by Insight Global is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to Insight Global a placement fee in an amount equal to 20% of the Insight Global personnel's Annualized Compensation (as defined above).

11. INDEMNIFICATION / LIMITATION OF LIABILITY

11.1 Insight Global Indemnity. Insight Global shall defend, indemnify and hold harmless Client and its respective employees, Board of Mayor: Aldermen, officers, directors and shareholders from and against any claims, actions, losses, costs, liabilities or expenses (including reasonable attorney's fees and expenses), including but not limited to death, to the extent arising out of or relating to (a) any allegation that any Services provided pursuant to this Agreement infringe any patent, copyright, trademark or other proprietary right of a third party; (b) any breach by Insight Global, its officers, directors, employees or contractors of their obligations of confidentiality with respect to Client's Confidential Information disclosed in the course of performing the Services; or (c) any negligent action of Insight Global, its officers, directors, employees or contractors.

11.2 Premises Liability. Insight Global agrees that it shall defend, indemnify and hold harmless Client and its respective employees, officers, directors and shareholders from and against all loss and liability, damage to, destruction of property and the injury to or death of any employee, officer, or agent of Client, Insight Global or any third party to the extent that it results from the gross negligence act or willful misconduct of Insight Global, its employees or personnel.

11.3 Indemnity Against Claims by Insight Global's Personnel. Insight Global agrees that it shall defend, indemnify and hold Client harmless from all claims and against all loss and liability for or arising in connection with any claim of whatever nature asserted against Client (or any of its affiliates, officers or employees) by any current or former employee or other personnel of Insight Global based on Insight Global failure to perform its obligations as the general employer as set out in Section 2.2.

11.4 Indemnification by Client. As operator of its business, Client controls the environment in which Insight Global's personnel perform work, and the details of the work. As such, Client shall perform or be responsible for the following: (i) providing Insight Global's employees with a reasonably safe and suitable workplace and with adequate instructions to perform their work; (ii) the conduct of its own officers, employees, and agents; and (iii) using Insight Global's personnel only in assignments that match the job descriptions for which Insight Global personnel are assigned.

11.5 Limitation of Liability. In no event will either Party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.

12. **TIME RECORDS:** Insight Global's time-card shall be the official time record for purposes of payment under Sections 5 and 6 herein.

13. **CONFIDENTIAL INFORMATION:** During the course of performing the Services, the Parties to this Agreement and their respective officers, employees, agents, and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by one or more Parties to this Agreement, or to parties affiliated with one or more Parties to this Agreement, or their respective customers and suppliers.

13.1 Description of Confidential Information. For purposes of this Agreement: "Disclosing Party" means the party to this Agreement that provides any Confidential Information to the other party or any third party; "Recipient" means any party to this Agreement that receives any Confidential Information"; "Confidential Information" means any information disclosed directly or indirectly in writing, by the Recipient's visual inspection or mental impression and/or to which the Recipient may have access during the term of this Agreement that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the Disclosing Party, including, but not limited to, information concerning

the Disclosing Party's business, attorney client privileged information, services, finances, employees, customer lists, strategic plans, or other marketing and technical information and other unpublished information, as well as any trade secrets (as such term is defined by applicable law).

13.2 Use of Confidential Information. Insight Global and Client shall maintain, and Insight Global shall obligate its personnel by written agreement to maintain, all such Confidential Information in confidence during the term and after termination of this Agreement, and not to disclose such Confidential Information to anyone other than those directly involved with the Services, and not to disclose or permit access by any third party to any such Confidential Information, except to the extent disclosure is expressly permitted by the Disclosing Party or any affiliate of the Disclosing Party, and not to use any such Confidential Information except in the performance of the Services pursuant to this Agreement. Recipient shall protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Discloser and shall prevent such information from falling into the public domain or the possession of unauthorized persons.

13.3 Standard of Care. Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to notify Discloser promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this Agreement as soon as Recipient becomes aware of such breach and will cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

13.4 Exclusions. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law, except that the Recipient will disclose only such information as is legally required and will provide Discloser prompt notice of the applicable open records request, subpoena or court order such that Discloser will have the opportunity to seek a protective order; or (g) is disclosed by Recipient with Discloser's prior written approval. Insight Global agrees to indemnify, defend, and hold harmless Client for any claims by third parties to the extent relating thereto or arising out of (i) the Client failure to disclose such documents or information required to be disclosed by law, or (ii) the Client's release of documents as a result of Client's reliance on Insight Global's representation that materials supplied by Insight Global (in full or redacted form) do not contain trade secrets or proprietary information, provided that the Client impleads Insight Global and Insight Global assumes control over that claim.

14. **NOTICES:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

To Insight Global:
4170 Ashford Dunwoody Road
Suite 250
Atlanta, GA 30319
Attn: Legal Department
404-257-7900
404-257-1070 (fax)

To Client: City of Franklin
Attn: Human Resources Department
109 3rd Avenue South
Franklin, TN 37067

15. **MISCELLANEOUS:**

(a) This Agreement, together with any Exhibits, constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both parties.

(b) If any portion of this Agreement is found to be invalid or unenforceable, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, except to the extent that the severed provision deprives either party of a substantial portion of its bargain.

(c) Neither party will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the party electing to waive the right or remedy. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

(d) Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

(e) The expiration or termination of this Agreement or any Exhibit will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any Exhibit that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses, governing law, arbitration, limitation of liability and indemnity.


(f) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(g) This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of laws provisions.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
(SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

INSIGHT GLOBAL



Signature

Dustin Maske

Print Name

Director of Operations

Title

CLIENT

Signature

Dr. Ken Moore

Mayor

Attest:

By: _____

Eric Stuckey
City Administrator

**EXHIBIT A – No. 1
To Master Services Agreement for Placement of Staffing Personnel**

This Exhibit A to the Master Services Agreement (“MSA”) between Insight Global and Client, will be governed by, and is in integral part of, the MSA executed on 12/20/2012.

In the event of any conflict between this Exhibit A and the MSA, the terms and conditions of the MSA will govern and prevail.

Name of Client: _____

Name of Staffing Personnel: _____

Description of Services to be provided: _____

Standard Billing Rate: \$_____

Overtime Billing Rate: \$_____


Scheduled Start Date: _____

Invoices shall be submitted to: _____

TimeTrack, Insight Global’s web-based time tracking system, will be used to track hours worked, and will be utilized in the generation of invoices to Client.

INSIGHT GLOBAL

CLIENT



Signature
Dustin Maske

Print Name
Director of Operations

Title

Signature

Dr. Ken Moore

Mayor
Attest:
By: _____
Eric Stuckey
City Administrator

COUNCIL

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

The purpose of this ordinance and referenced regulations is to ensure compliance with Public Acts 1993, Chapter 433 (T.C.A. § 6-54-901). This act required Tennessee municipalities to adopt travel and expense regulations covering expenses incurred by "any Mayor and any member of board or committee member elected or appointed by the Mayor or local governing body, and any official or employee of the municipality whose salary is set by charter or general law."

To provide consistent travel regulations and reimbursement, this ordinance is expanded to cover regular City employees. It is the intent of this policy to assure fair and equitable treatment to all individuals traveling on City business at City expense.

ENFORCEMENT

The City Administrator or his or her designee shall be responsible for the enforcement of these travel regulations.

TRAVEL POLICY

A. In the interpretation and application of this policy, the term "traveler" or "authorized traveler" means any elected or appointed municipal officer or employee, including members of municipal boards and committees appointed by the Mayor or the municipal governing body, the employees of such boards and committees and all other municipal employees who are traveling on official municipal business and whose travel was authorized in accordance with this policy.

B. "Authorized traveler" shall not include the spouse, children, other relatives, friends, or companions accompanying the authorized traveler on authorized business, unless the person(s) otherwise qualifies as an authorized traveler under this policy.

C. The authorized traveler should be conservative in expenditures and request the government rate and/or take advantage of other discounts, special rates or tax exemptions to which the City may be entitled whenever feasible.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

D. Authorized travelers will be reimbursed for certain approved and documented expenditures incurred while traveling on official business for the City. Reimbursable expenses shall include expenses for transportation; lodging; meals, registration fees for conferences, conventions, and seminars; and other actual and necessary expenses related to official business as determined by the City Administrator.

E. Authorized travelers are encouraged to use their Purchasing Card whenever possible for paying for authorized expenses, including but not limited to conference registration, lodging, meals and gasoline purchases.

Requests for Cash Travel Advances should be requested as a last resort to using the Purchasing Card. Advances will not be made for less than \$100.

F. If a Cash Travel Advance is used the request is not considered documentation of travel expenses. If travel advances exceed documented expenses, the traveler shall immediately reimburse the City. If the traveler does not make the reimbursement it will be the responsibility of the Department Head to initiate action to recover any undocumented travel advances. If the Department Head is not successful in recovering the funds due the City, the City Administrator will initiate disciplinary action against the traveler up to and including termination.

G. Travel advances are available only for special travel and only after completion and approval of the travel authorization form. The Travel Authorization Form Appendix A in this policy.

H. The Travel Reimbursement form, Appendix B, shall be used to document all expense claims.

To qualify for reimbursement, travel expenses must be:

- A. directly related to the conduct of the City business for which the travel was authorized; and
 - B. actual, reasonable, and necessary under the circumstances. The City Administrator may make exceptions for unusual circumstances.
- I. Claims for travel expense reimbursement must be supported by the original paid receipt unless otherwise exempted in this policy.
- J. Any person attempting to defraud the City or misuse City travel funds is subject to legal action for recovery of fraudulent travel claims and/or advances.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

K. Mileage and motel expenses incurred within the City limits are not ordinarily considered eligible expenses for reimbursement unless approved in advance by the City Administrator.

TRAVEL REIMBURSEMENT POLICY

Authorized travelers shall be reimbursed for ordinary and necessary expenses in accordance with the standards of this policy for expenses incurred while traveling on official City business.

The municipality may pay directly to provider for expenses such as meals, lodging, and registration fees for conferences, conventions, seminars, and other education programs.

NON-REIMBURSABLE ITEMS

The following items are only given as a guideline and not necessarily a complete list of things for which the City will **not** provide reimbursement: Airline or other travel insurance, barbers and hairdressers, spa/salon services, kennel costs for pets, golf fees, alcoholic beverages, car washes for employee-owned vehicles, traffic fines and parking tickets, or accidents and breakdowns in employee-owned vehicles.

ADMINISTRATIVE PROCEDURES

Travel Requests

To ensure reimbursement for official travel, an approved travel authorization form in Appendix A is required before the travel is taken. All costs associated with the travel should be reasonably estimated and shown on the travel request form. An approved request form is required before the travel will be approved. An approved request form is needed before advanced expenses are paid or travel advances are authorized. A copy of the conference program, if applicable, should be attached to the form. If the program is not available prior to the travel, it must be submitted with the reimbursement form.

The authorized traveler also shall indicate 1) that the proposed travel is approved in the present budget and 2) the line item that will be used to pay for the travel.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

Travel Documentation

It is the responsibility of the authorized traveler to:

1. Prepare authorization for travel and accurately describe the travel;
2. Note on the reimbursement form all direct payments and travel advances made by the City; and
3. Sign and file the reimbursement form with the necessary supporting documents and original receipts.

The reimbursement form should be filed with the Finance Department with 10 days of return. If there are multiple times when the reimbursement form is not filed within 10 days, future travel may be declined.

Transportation

All potential costs should be considered when selecting the modes of transportation. For example, airline travel may be cheaper than automobile when time away for work and increased meal and lodging costs are considered. When time is important, or when the trip is so long that other modes of transportation are not cost-beneficial, air travel is encouraged.

If the traveler goes outside the state by means other than air, reimbursement will be limited to airfare at tourist or economy class, on the cheapest air carrier based in Nashville, ordinary expenses during the meeting dates and meals as described in the Meals sections. The traveler will be required to take annual leave for any additional time taken beyond the day before and the day after the meeting dates.

Exceptions: When the traveler extends the trip with personal time to take advantage of discount fares, the reimbursement will be limited to the lesser of:

1. the actual expenses incurred, including meals and lodging; or
2. the amount that would have been incurred for non-discounted fares using the least expensive rates available.

All expenses and savings associated with extending the trip must be submitted with the expense reimbursement form.

Air Travel

When possible, the traveler should make full use of discounts for advance airline reservations and advance registration. The traveler should request conference, government, or weekend rates, whichever is cheaper, when making lodging or rental

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

reservations. The city will pay for tourist or economy class air travel the cheapest air carrier based in Nashville going to the traveler's destination, or the city closest to the destination.

Airline travel should be paid by using the City's Purchasing Card. Authorization not to use the City's Purchasing Card must be approved by Department Head or their supervisor.

Mileage credits for frequent flyer programs accrue to the individual traveler. However, the City will not reimburse for additional expenses - such as circuitous routing, extended stays, layovers to schedule a particular carrier, upgrading from economy to first class-seating, for travelers to accumulate additional mileage or for other personal reasons.

The City will not reimburse travel by private aircraft unless authorized in advance by the City Administrator.

Rail or Bus Travel

The City will pay for the actual cost of tickets as long as the rail or bus ticket does not exceed the lowest reasonable available airfare and associated airfare travel costs. The City will be responsible for en route expenses (meal, etc.) one day preceding and one day only following the conference or seminar only.

This type of travel cannot extend the time a traveler would be away from the work place.

Vehicles

Automobile transportation may be used when a common carrier cannot be scheduled, when it is more economical, when a common carrier is not practical, or when expenses can be reduced by two or more City employees traveling together.

Anyone driving a city vehicle must have a current valid driver's license in his or her name.

Personal Vehicle Use

Employees should use City vehicles when possible. Use of a private vehicle must be approved in advance by the City Administrator or Department Head. The City will pay a mileage rate not to exceed the rate established by the Standard Internal Revenue Service as of the date of travel.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

MILEAGE ALLOWANCE.

The miles for reimbursement shall be paid from the origin to destination and back by the most direct route. Necessary vicinity-travel related to official City business will be reimbursed. However, mileage in excess of the Rand McNallyMapQuest mileage must be documented as necessary and business related. If an indirect route is taken, the Rand McNally MapQuest mileage table will be used to determine the mileage to be reimbursed.

If a privately-owned automobile is used by two or more travelers on the same trip, only the traveler who owns or has custody of the automobile will be reimbursed for mileage. It is the responsibility of the traveler to provide adequate insurance to hold harmless the City for any liability from the use of the private vehicle.

In no event will mileage reimbursement, plus vicinity-travel and associated automobile costs, exceed the lowest reasonable available airfare and associated airfare travel costs.

Travelers will not be reimbursed for automotive repair or breakdowns when using their personal vehicle.

Use of City Vehicle

The City may require the employee to drive a City vehicle. The employee is required to have a valid Drivers License in their name to operate a city vehicle. If a City vehicle is provided, the traveler is responsible for seeing that the vehicle is used properly and only for acceptable business. The employee will be reimbursed expenses directly related to the actual and normal use of the City vehicle when proper documentation is provided. Out-of-town repair costs to the City vehicle must be cleared with the proper department head or the City Administrator before the repair is authorized.

Rental Car Use

Use of a rental car is not permitted unless it is less expensive or otherwise more practical than public transportation. Approval of car rental is generally required in advance by the City Administrator or Department Head who approves the travel authorization. The traveler must always request the government or weekend rate, whichever is cheaper. The employee driving the rental vehicle must have a valid Drivers License in their name. Anyone who uses a rental car for out-of-state travel must obtain liability and collision coverage from the vendor. The City will reimburse the traveler for this insurance coverage on rental cars.

In nearly all cases, an intermediate size automobile is the most appropriate vehicle to rent.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

Fines for traffic or parking violations will not be reimbursed by the City.

Reasonable tolls will be allowed when the most direct travel route requires them.

Taxi, Limousine, and Other Transportation Fares

When an individual travels by common carrier, reasonable fares will be allowed for necessary ground transportation. Bus or limousine service to and from airports should be used when available and practical. The traveler will be reimbursed for parking fees and mileage for travel to and from the local airport. Documentation of expenses is required.

Reasonable transportation fares between lodging quarters and meetings, conferences, or meals will be reimbursed. Original receipts are required for claims. Transportation costs incurred for personal purposes are not reimbursable.

Reimbursement claims for taxis, limousines, or other ground transportation must be listed separately on the expense form, claiming the destination and amount of each fare.

Lodging

Authorized travelers shall be reimbursed for actual, reasonable and necessary expenses incurred for lodging in a publicly licensed lodging facility during official business travel requiring an overnight stay. The traveler shall request conference, government or weekend rates, whichever is cheaper when making lodging reservations. Authorized travelers sharing lodging shall report on a pro rata basis. Original lodging receipts must be submitted with the reimbursement form.

Meals and Incidentals

Authorized travelers shall be reimbursed for the actual, reasonable and necessary expenses for meals consumed while on official City travel according to Appendix C. If the meals are included as part of the conference or seminar charge, the authorized traveler shall not be reimbursed for costs incurred in eating elsewhere. Should authorized traveler pay for the total cost of a meal shared with other authorized travelers, the total will be reimbursed to the paying traveler if the other travelers are identified on the original receipt. Original receipts for meals must be submitted with the reimbursement form.

The City of Franklin will only pay reasonable and customary amount for meal expenses. This is subject to a maximum amount depending on the location of the travel. The maximum amount will be applied as of the date of travel and as listed in the per diem

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

Miscellaneous Expenses

Registration fees for approved conferences, conventions, seminars, meetings, and other educational programs will be allowed and when applicable, will include the cost of official banquets, meals, lodging, and registration fees. Registration fees should be specified on the original travel request form and can include a request for pre-registration fee payment.

The traveler may be reimbursed for up to \$5.00 per day for personal phone calls to his or her residence and/or family while on official travel. The traveler should check before making a long distance call to be certain of the charge that may be applied.

An allowance of \$4.00 for hotel/motel check-in and baggage handling will be reimbursable without documentation or original receipts on days of check-in and check-out only.

Laundry and valet service, tips and gratuities are considered personal expenses and not reimbursable.

For travel outside the United States and Canada, all expense claims must be converted to U.S. dollars. The conversion rate and computation should be shown on each receipt along with conversion receipts for back up in computations. The conversion factor should be that of the day the expense was made.

Any travel outside of the United States and Canada must be approved by the Board of Mayor and Aldermen.

Entertainment

The City shall not pay for entertainment expenses.

Travel Reconciliation

Within ten days of return from travel, travelers are expected to complete and file the expense reimbursement forms with their Department Head. Department Head travel reimbursement shall be approved by the City Administrator. The traveler must certify that the amount due is true and accurate. Original receipts documenting the expenses must be attached. If the traveler does not submit the expense reimbursement form within ten days, the traveler may lose their travel privileges.

TRAVEL AND EXPENSE POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN

If the City provided a travel advance or made advance payment, the traveler should include that information on the expense form. In the case of advances, the form should have a reconciliation summary reflecting total claimed expenses with advances and City prepayment indicated. The balance due to the traveler or the refund due to the City should be clearly shown below the total claim on the form or in a cover memo attached to the front of the form.

If the traveler received a travel advance that exceeds the expenses claimed, the traveler shall attach a check made payable to the City for that difference.

The City Administrator will address special circumstances and issues not covered in this ordinance on a case-by-case basis.



HISTORIC
FRANKLIN
TENNESSEE

ITEM #12
WRKS 02/12/13

MEMORANDUM

February 5, 2013

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *ES*
Jordon Shaw, Data Base Administrator
Fred Banner, MIT Director

SUBJECT: Temporary Position for VB dot.net Programming Services

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider a contract with Insight Global for VB dot.net programming services.

Background

The Department of Information Technology (IT) is requesting the services of a VB dot.net programmer for a four month contract to aid in the conversion of billing data and miscellaneous receipts from the Infor Public Sector system we are implementing to our Great Plains Dynamics financial system. The City does not currently have this programming capability on staff and do not anticipate this becoming a position in the near future. The City of Franklin has received dot.net code from Infor that was used in a previous conversion of Infor Utility Billing to Great Plains Dynamics.

Our next step would be to decipher this code and modify it to work in our environment. In addition to this, there are several other related routines that will need to implement via this service for the cashiering module that will be implemented with the billing application. Once this code is documented, we will maintain the system in the future and will develop the talents in-house as required. Insight Global has offices locally and IT has used their services in the past. A new agreement was requested with Insight Global as the previous contract is several years' old and required changes to comply with the City's requirements.

Financial Impact

IT has budget to cover these costs in the current years under temporary services. The maximum number of hours worked by the programmer is 40 hours per week. The City will not pay overtime or any other expenses during this period.

Options

Secure the services from another agency or seek a third-party, off-site entity.

Recommendation

Approval of this agreement with Insight Global is recommended.