Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Workshop Meeting
November 2, 2026, 5:00 PM

Dunnellon City Council Workshop meeting will be held on November 2, 2026, 5:00 pm.

Public Comment: Anyone who wishes to provide public comment will be able to do so by participating in the City Council Workshop meeting in person.

Supporting Documentation for Agenda items may not be ADA compliant for website posting. To obtain supporting documentation not published to the website, please contact the City Clerk's office.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence
(suggested time limit: 1minute: Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may do so if no invitee/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was published on the City's website and City Hall bulletin board on Monday, October 26, 2026. The agenda was amended on October 29th to add item 5b and backup to items 6a, 6b, 6c, and 7a.

1. **Public Comment**

2. **Board Reports**

3. Dunnellon Chamber and Business Association Reports

   3.a November Report

   Documents:
   City Council Report 20261102.pdf

4. **Presentations**

   4.a Rainbow Springs Aquatic Preserve and Stormwater - Trisha Green, Florida Department of Environmental Protection

5. **Council Agenda Items**

   5.a Councilman Inskeep

- Reimburse Taxpayers for Sexual Harassment Investigation

5.b Councilman Lehmann

- Councilman Inskeep's Criminal Charges from the State Attorney

6. **Regular Agenda Items**

6.a Agreement #AGR2026-18, Laserfiche Cloud Platform Upgrade

Documents:
Agenda Summary Form for Agreement AGR2026-18 Laserfiche Cloud Upgrade.pdf
Agreement AGR2026-18 Laserfiche Cloud Upgrade.pdf

6.b Request for Proposals #RFP2026-03, Special Magistrate Services

Documents:
Agenda Summary Form for RFP2026-03 Special Magistrate Services.pdf

6.c Special Exception Fee Waiver - First Methodist Church

Documents:
Agenda Summary Form for Special Exception Fee Waiver First Methodist Church.pdf

7. **Staff Agenda Items**

7.a Privately Initiated Text Amendments

Documents:
Agenda Summary Form for Privately Initiated Text Amendments.pdf

7.b City Hall Roof Replacement

8. **Ordinances**

8.a Ordinance #ORD2026-07, Updated Comprehensive Plan and Future Land Use Map Series

Documents:
Ordinance ORD2026-07 Adopting 2026-2046 Comprehensive Plan_Final.pdf
Ordinance ORD2026-07 Business Impact Estimate.pdf
Florida Commerce ORC letter 20261019.pdf

8.b Ordinance #ORD2026-08, Special Events

Documents:
Ordinance ORD2026-08 Special Events.pdf
Ordinance ORD2026-08 Business Impact Statement.pdf

9. **Council Comments**

10. **City Attorney Comments**

11. **Public Comment**

Adjournment

Tentative Agenda for Council Meeting on Monday, November 9, 2026.

Consent Agenda
- Approval of Minutes
- Authorize the Mayor to sign Agreement #AGR2026-18, Laserfiche Cloud Platform Upgrade
- Award Request for Proposals #RFP2026-03, Special Magistrate Services

Regular Agenda
- Agreement #AGR2026-20 , Special Magistrate Services
- First Reading Ordinance #ORD2026-08, Special Events
- First Reading Ordinance #ORD2026-09, First Methodist Church of Dunnellon Rezone
- Public Hearing Ordinance #ORD2026-07, Updated Comprehensive Plan and Future Land Use Map Series
- Final Reading Ordinance #ORD2026-07, Updated Comprehensive Plan and Future Land Use Map Series

Future Meetings:
- 11/09/2026 CRA Meeting
- 11/09/2026 City Council Meeting

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

Dunnellon Chamber & Business Association

Monthly City Council Report November 2, 2026

We had a great October at the Dunnellon Chamber. We had a Ribbon Cutting and Grand Opening Celebration at Follow That Dream RV Resort. It was a fantastic event, and this location is a beautiful addition to Dunnellon. We had a wonderful Business After Hours at First Federal Bank. Finally, we had a fun Dinner Mixer at 2 Rivers Bar & Grill with delicious food and great company. Joy Powell, from ASJ Accounting, was our speaker and gave helpful tips and a roadmap to close out the year and prepare for Tax Season.

New Members from 10/1/26

The Blue Gator Tiki Bar and Restaurant	Jon Pepe Insurance
RFG Property Maintenance	Gulf Springs Senior Concierge
Follow That Dream RV Resort	Shannon Vinsonhaler, Edward Jones

Upcoming Chamber & Member Events:

November 17: Dinner Mixer at The Blue Gator 5:30pm

November 20: Christmas Parade Float & Sponsor Deadline

December 5: Dunnellon Christmas Parade 6pm

January 28: Annual Banquet Awards Dinner 6pm at the Back 40 Barn

February 9: Business After Hours 5:30pm at Dunnellon Public Library with the Friends of the Dunnellon Public Library

February 23: Dinner Mixer, 5:30pm, Location TBA

Old Business:

We are always looking for volunteers both in the office and for our events. The greatest need right now is for the Christmas Parade. We encourage anyone who is interested in volunteering and making a difference to contact us.

City of Dunnellon

Agenda Summary Form

Meeting Date: November 9, 2026

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Approve Agreement #AGR2026-18 with MCCI, LLC for Laserfiche Cloud Platform Upgrade software implementation.

Subject: Master services Agreement #AGR2026-18 with MCCI, LLC for the implementation and annual support services of Laserfiche Cloud Subscription.

Request for Approval Summary Explanation & Background: Since 2007, the City of Dunnellon has been utilizing Laserfiche Managed Services for the document management operations of public records. We have been extremely fortunate the version of the software has been continuously supported without any mandated upgrades.

In 2025 as part of the server upgrade project, Artemis IT identified an important compatibility issue with the older version of the Laserfiche software. The version was noted to not be compatible with the newer Windows server environment that the upgrade project was targeting, going from 2016 to 2025. If IT was to proceed, at that time, the Laserfiche application would no longer function properly halting document management operations.

IT, City staff, and Laserfiche account representatives investigated the concern and formulated the following plan:

- Proceed with primary upgrade of the server to Windows 2025 in the new server infrastructure.
- Postpone full migration until Laserfiche can be upgraded to a supported release and maintain the current version in a secondary infrastructure.
- Once Laserfiche update is complete, safely finalize the migration and include it in the new server infrastructure.

Current Annual Maintenance Cost = $2,443.93
Total Laserfiche Cloud Upgrade Cost = $10,492.73
Annual Maintenance Cost, Starting Year 2 = $5,602.00

Fiscal Information: FY26-27 Budgeted Item
Attorney Review: Yes

This Master Services Agreement No. 19723 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

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

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

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

1. Scope of Service

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

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

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

2. Fees

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

3. Invoicing and Payment

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

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

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

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

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

4. Term and Termination

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

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

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

5. Working Arrangements

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

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

6. Company Personnel

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

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

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

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

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

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

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

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

9. Confidential Information

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

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

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

10. Intellectual Property

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

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

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

11. Warranty

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

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

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

12. Indemnification and Limitation of Liability

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

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

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

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

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

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

13. Insurance

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

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

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

14. Notices

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

If to Company	If to Client:
MCCi, LLC	City of Dunnellon
3717 Apalachee Parkway, Suite 201	20750 River Drive
Tallahassee, FL 32311	Dunnellon, Fl 34431
Attn: Legal Department	Attn: Andrew J. Hand
Email: legal@mccinnovations.com	Email: ahand@shepardfirm.com

15. Miscellaneous

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

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

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

(c) Client Software Customizations.

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

(d) Company Software Configuration Services.

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

(e) Compliance with Laws.

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

(f) Equal Opportunity.

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

(g) Excluded Parties List.

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

(h) Boycotts.

Pursuant to § 287.135, *Florida Statutes*, Company hereby certifies that Company is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Company further agrees that Company will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Company certifies that none of Company's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Company, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, Company shall immediately notify Client. Company acknowledges that failure to comply with this provision, including any false certification, may subject Company to civil penalties, termination of the Agreement, and other remedies available under the law.

(i) E-Verify.

Company hereby certifies that Company does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that Company has provided to Client an executed Human Trafficking Affidavit.

(j) DEI.

Pursuant to § 287.139, *Florida Statutes,* Company warrants that Company does not and will not use municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and including as defined in §§ 125.595(1) and 166.04971(1), *Florida Statutes.*

(k) Public Records.

Company shall maintain public records required by the Owner to perform the services. Upon request from Client's custodian of public records, Company shall provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Company does not transfer the records to Client.

Upon completion of this Agreement, Company shall make available for Client download, at no cost, to Client all public records in possession of Company or keep and maintain public records required by Client to perform the service. If Company transfers all public records to Client upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK'S OFFICE
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
MODOM@DUNNELLON.ORG
(352) 465-8500

(l) Force Majeure.

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

(m) Audit Rights.

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

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

Client shall bear all costs associated with audits.

(n) Assignment.

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

(o) Modification.

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

(p) Provisions Severable.

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

(q) Dispute Resolution.

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

(r) Interpretation.

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

(s) Publicity.

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

(t) Entire Agreement.

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

(u) Counterparts.

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

(v) Governing Law.

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

(w) Survival.

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

(x) Bench Trial.

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

(y) No Class Actions.

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

(z) Limitation Period.

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

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

MCCi, LLC

Signed: E-SIGNED by Mohammad Khan on 2026-10-16 20:32:53 GMT

Name: Mohammad Khan

Title: CFO

Date: October 16, 2026

CITY OF DUNNELLON ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

20750 RIVER DRIVE
DUNNELLON, FL 34431

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19723

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 19723 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Mohammad Khan on 2026-10-16 20:32:56 GMT

Name: Mohammad Khan

Title: CFO

Date: October 16, 2026

CITY OF DUNNELLON ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE

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

Bill to: Michelle Leonard
MLeonard@dunnellon.org
Ship to: Michelle Leonard
MLeonard@dunnellon.org
cc AP Contact: MLeonard@dunnellon.org
Cloud Admin: Michelle Leonard
MLeonard@dunnellon.org

Client Name: City of Dunnellon
Client Address: 20750 River Drive, Dunnellon, FL 34431
Quote Number: 44085
Order Type: Platform Change
Quote Date: October 2, 2026

Product Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Cloud Professional User Subscription (5-49 Users)	5	$870.00	$843.90	$4,219.50
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Starter Audit Trail Subscription	1	Included*	Included*	Included*
☑ Up to 1,000 AI Units Per Year	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$4,219.50***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Managed Support Services for Laserfiche (MMSS)	1	$765.00	$765.00	$765.00
Client needs are estimated based on the current components provided herein: up to 5 hours that will expire at the end of your renewal term.				
☑ MCCi SLA for Laserfiche (5-10 Users)	1	$650.00	$617.50	$617.50
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$1,382.50***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$5,602.00***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$3,375.00	$3,206.25	$3,206.25
☑ Laserfiche Repository Administrator Training (Remote)	1	$982.50	$933.38	$933.38
☑ Laserfiche User Training (Remote)	1	$982.50	$933.38	$933.38
Service Packages Subtotal				***$5,073.00***

GRAND TOTAL - ONE-TIME SERVICES	***$5,073.00***

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT

☑ Managed Support Services	-1	
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		***($182.27)***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***($182.27)***

TOTAL LASERFICHE PROJECT COST	***$10,492.73***
****ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2**	***$5,602.00***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

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

Client acknowledges that approval of this platform change will cause a new annual support period. Concurrently, this will result in the cancellation and removal of all products listed on Appendix A upon expiration of their current support period. Any co-termed products not included in Appendix A will remain on the previous renewal agreement and support period.

**ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2

Laserfiche has announced pricing increases across all product lines, effective October 1st. Therefore, MCCi has provided a Recurring Services estimated renewal amount for year two. Please see additional language below for Recurring Services.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services 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. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of total upon project completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.. Once payment has been received, no refunds for Recurring Services are available.

SUPPLEMENTAL SUPPORT PACKAGES

LASERFICHE CLOUD

Cloud Feature	Definition	MCCi's Managed Support Services	MCCi's Process Administration Services	
		MMSS	MPASS	MPASS2
AI - Smart Fields	MCCi will provide recommendations to extract, summarize, or analyze information in a document and store the resulting value in a field. Template and field creation with Ai prompting.	✔	✔	✔
AI - Prompting with Laserfiche Processes	Precise and structured phrasing used to instruct Laserfiche Ai to produce reliable, relevant, and controllable outputs. Optimize your Ai prompts with MCCi consultation on custom Ai prompt language.	✔	✔	✔
Configuration of *basic* Laserfiche Cloud Process Automation Services utilizing Forms and Workflow	Automatically extract values from documents and populate them into designated fields without requiring manual user input. Configuration of basic Automatic Extraction processes with Workflow or Import Agent.	✔	✔	✔
Public Portal Customization	Allows anonymous users to access a Laserfiche repository through WebLink for read-only purposes. Configuration of Basic Public Portal changes such as, Themes, Welcome Page, Navigation, Document Viewer Search Results, and Search options,	✔	✔	✔
Remote Basic Training	One-Two hour collaborative training sessions on Laserfiche module(s).	✔	✔	✔
Additional Administration and System Settings Consultation	MCCi will assist with and provide recommendations for best practices for user management, permissions, and overall system administration.	✔	✔	✔
Annual Review of Administration Settings and Repository best practices	An annual system review that evaluates current system settings, repositories, and operational processes, with actionable recommendations to align with best practices and optimize overall system efficiency.	✔	✔	✔
Priority Offering of Laserfiche CPPs & Empower Registration Scholarships	Priority offering of complimentary Laserfiche certification courses and Empower Registration Scholarships, based on availability.	✔	✔	✔
Laserfiche Quick Fields Configurations	Automated data capture solution that can process both imaged and electronic documents. Configuration of basic Quick Fields Sessions with automation through Agent.	✔	✔	✔
Laserfiche Import Agent Configuration	Configuration of Import Profiles, enabling automated document imports from monitored folders into the Laserfiche repository	✔	✔	✔
Laserfiche Connector Profiles Configuration	Tool designed to integrate Laserfiche with various business applications, such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. MCCi will assist with setting up Connector profiles and help maintain profiles.	✔	✔	✔
Basic Records Management Module Overview Training	MCCi will provide a high-level overview of the Records Management module; initial training is not available under this support level.	✔	✔	✔
Dedicated Certified Professional	Addition to break/fix, direct assigned Analyst to assist with creation and management of processes, Institutional knowledge of your system, and suggestions on improvements to processes.		✔	✔

Administration Configuration Services	MCCi will assist with administration configuration services, including setting up users, templates/fields, and security.		✔	✔
Proactive recurring consultation calls	Upon Client's request, Client's MPASS representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.		✔	✔
Institutional Knowledge of Client's Solution	MCCi documents the client's specific usage, business processes, and integrations, and can assist in transferring that knowledge to the new solution administrator.		✔	✔
Annual Review of business process & cloud process automation configurations	MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.			✔
Maintenance of MCCi/Client configured *complex business processes**	The assigned representative will maintain MCCi- or Client-configured complex business processes. These mission-critical, extensively configured solutions may receive minor tweaks, upgrades, updates, and process improvements. For new complex Forms, Workflow, or Transparent Records Management work, please consult your Account Executive about Business Process Configuration Services.			✔
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	MCCi will assist with basic JavaScripting as well as CSS Styling and basic calculations within Laserfiche Forms. Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.			✔

A ***complex business solution is a large business process with an extensive configuration that is mission-critical to the organization.

Hours: MCCi allows clients to use their hours for a multitude of services, as long as a request does not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

**Full SLA document is available upon request*

[remainder of page left intentionally blank]

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- MCCi may choose to utilize the third-party service Jira (https://www.atlassian.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Jira.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.

- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

ON-PREM ASSUMPTIONS

- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires:
  - a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM to 5:00 PM local time within the continental United States.
  - a Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - a Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- Client will acquire, install, and set up TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

ON-PREM EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version of Laserfiche.
- Create up to three (3) Laserfiche User Groups.
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to three (3) user groups.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or older, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi's Administrator Training is available as a single session. The goal is for your organization to have a trained repository administrator. The single session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for two (2) hours

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for two (2) hours
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- A single onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

TECHNICAL SUPPORT

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 am to 5:00 PM local time within the continental United States.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacturer, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription

- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance
- MCCi Government Websites

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

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

SERVICE WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications,

set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

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

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for platform changes or new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before -after the renewal date will be charged the greater of a $150 or a 20% cancellation fee based on the total annual Laserfiche Cloud subscription cost.

- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	the greater of $150 or 20% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

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APPENDIX A

Upon expiration of client's current support period, all of the following products will be cancelled and removed

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☑	Laserfiche Full User	-2
☑	Laserfiche Team Server (Single Repository)	-1
☑	Laserfiche Retrieval User	-2
☑	Laserfiche ScanConnect (Legacy)	-2
☑	Laserfiche Snapshot	-2

City of Dunnellon
Agenda Summary Form

Meeting Date: November 2, 2026

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom
3. Recommended Action: Award Proposal for Special Magistrate Services

Subject: RFP2026-03 Special Magistrate Services

Request for Approval Summary Explanation & Background:

Staff prepared and published RFP2026-04 for Special Magistrate Services. The deadline to submit proposals was October 26, 2026. Two proposals were received.

The following analysis compares the proposals submitted by Sabatini Law Firm, P.A. and Douglas Law Firm for Special Magistrate Services.

The comparison focuses on the firm's qualifications, relevant municipal and code enforcement experience, proposed personnel, availability, responsiveness, and compensation.

Evaluation Criteria	**Sabatini Law Firm, P.A.**	**Douglas Law Firm**
Proposed Lead Special Magistrate	Anthony F. Sabatini, Esq. Florida Bar 09/20/2019	Jeremiah Blocker, Esq. Florida Bar 09/26/2012
Proposed Alternate / Backup	Francheska Sabatini, Esq. Florida Bar 10/16/2012	Wynn Vickers, Esq., Florida Bar 09/26/2014 and Charles T. Douglas, Jr., Esq., Florida Bar 09/22/2006
Firm Location	Mount Dora, Florida	Ocala, Florida
Firm Established	2019	2013
Firm Size	Small law firm with dedicated paralegal support	20 attorneys and 43 support staff
Municipal Law Experience	Extensive municipal representation, local government litigation, zoning, land use, and administrative proceedings	Extensive municipal representation, city attorney services, land use, zoning, and code enforcement
Direct Code Enforcement Experience	Francheska Sabatini served as Board Attorney for the City of	Douglas Law Firm provides Special Magistrate services to the City of Ocala and has substantial code enforcement

	Eustis Code Enforcement Board	prosecution and municipal legal experience
Lead Attorney Experience	Anthony Sabatini has civil litigation, appellate, governmental, and administrative investigation experience; former Eustis City Commissioner and Florida State Representative	Jeremiah Blocker has municipal legal representation, land use, zoning, administrative, and litigation experience; former state prosecutor and military attorney
Alternate Attorney Experience	Francheska Sabatini has over 12 years of legal experience and direct code enforcement board experience	Wynn Vickers has over 10 years of prosecutorial experience and currently handles code enforcement and animal control legal matters for Palm Coast
Hearing Availability	Commits to the City's anticipated second Tuesday monthly hearing schedule at 9:30 a.m.	States no scheduling conflicts with the City's hearing calendar and identifies backup attorneys to cover absences
Written Orders and Responsiveness	Commits to review and execute final orders within three business days after receipt; routine communications within one business day when reasonably practicable	Emphasizes responsiveness, continuity, and sufficient firm resources; backup attorneys available if lead is unavailable
Administrative Support	Senior Paralegal/Office Manager and Paralegal provide scheduling, document management, communications, and hearing coordination	Proposal states firm is self-sufficient in legal research, document review, and hearing preparation; City staff would continue performing administrative functions identified in RFP
Hourly Rate	$210 per hour	$250 per hour
Additional Services Rate (if applicable)	Not stated	$250 per hour
Travel Charges	None	None

Rate Firm During Initial Contract Term	Yes	Yes
References	Three professional references identified in proposal	Three municipal letters of recommendation included

Strengths and Considerations - Sabatini Law Firm, P.A.

Strengths
- Lower proposed hourly rate.
- Francheska Sabatini, backup attorney, has direct experience as Board Attorney for the City of Eustis Code Enforcement Board.
- Anthony Sabatini has governmental experience as a former City Commissioner.
- Extensive municipal representation including local government litigation, zoning, land use, and administrative proceedings
- Offers a designated alternate Special Magistrate.

Considerations
- Firm is smaller and has only one additional attorney available for coverage.
- Lead attorney's experience is more heavily weighted toward civil litigation, governmental law, and appellate work.

Strengths and Considerations - Douglas Law Firm

Strengths
- Larger firm with 20 attorneys and 43 support staff.
- Extensive municipal representation and governmental legal experience.
- Firm currently provides Special Magistrate services to the City of Ocala.
- Offers multiple backup attorneys to ensure hearing coverage and continuity.
- Located in Ocala, providing greater geographic proximity to Dunnellon.

Considerations
- Higher proposed hourly rate.

Both proposals demonstrate professional qualifications and municipal legal experience relevant to providing Special Magistrate Services.

RFP2026-04, Section 4.5. EVALUATION PROCESS AND CRITERIA

The City desires to maximize the purchasing value of public funds. It is the intention of the City to award the contract to the most qualified, responsive, responsible firm, which may not necessarily be the lowest-price proposer. The emphasis shall be on qualifications and value over price.

The Selection Committee consisting of the City Clerk, Code Enforcement Officer, and Community Development Manager recommends Council award RFP2026-03 to Douglas Law Firm, considering its specific experience providing Special Magistrate services to the City of Ocala, combined with its larger attorney pool, local presence, and essential backup coverage, which provides assurance of continuity and reliability.

Procurement Method: RFP2026-03 Special Magistrate Services
Fiscal Information: FY2027 Department Budget Request $3,400
Attorney Review: Yes

City Council Agenda Summary

Applicant: First Methodist Church of Dunnellon
Property Address: 21501 W. Highway 40
Parcel Number: 33686-002-00
Request: Special Exception Application Fee Waiver
Related Ordinances: ORD2026-07 and ORD2026-09

Background and Summary

First Methodist Church of Dunnellon is requesting a waiver of the special exception application fee associated with Harmony Preschool, which has operated at the church since 2010.

The property currently has three zoning classifications: B-3 (Central Business), PUD (Planned Unit Development), and P (Public). Its existing Future Land Use designation is Mixed Use, established during the 2016 Comprehensive Plan update. However, the property's zoning was never fully aligned with that designation. Additionally, the church and preschool do not satisfy the residential, commercial, and institutional use requirements associated with the Mixed Use designation.

Under Appendix A, Section 7.1, Table of Permitted Uses, daycare facilities within the P (Public) zoning district require special exception approval (SE2) when operated in conjunction with a church or house of worship. Based on existing property maps, Harmony Preschool appears to be located entirely within the P-zoned portion of the property.

Although Harmony Preschool has operated continuously since 2010, the zoning classification and approvals in effect when the preschool opened have not been confirmed. Therefore, it remains unclear whether special exception approval was required at that time.

Through the City's Comprehensive Plan update under Ordinance #ORD2026-07, the church requested the entire property receive a unified Public and Institutional Facilities Future Land Use designation.

The church has also submitted and paid the applicable fees for a rezoning application associated with Ordinance #ORD2026-09, which proposes changing the B-3 and PUD portions to P (Public) to establish consistency with the updated Comprehensive Plan.

While the proposed rezoning will address the property's zoning classifications, Harmony Preschool will remain subject to the special exception requirement under the P zoning district.

Justification for Fee Waiver

The church is requesting consideration of the fee waiver because Harmony Preschool is a longstanding operation, and the church has already undertaken the rezoning application process at its own expense.

Given Harmony Preschool's continuous operation since 2010, the uncertainty surrounding its original zoning requirements, and the church's financial commitment to the pending rezoning process, staff believes waiving the additional special exception application fee is a reasonable consideration.

Staff Recommendation

Staff recommends the City Council consider approving the waiver of the special exception application fee for First Methodist Church of Dunnellon, recognizing the established operation of Harmony Preschool and the church's efforts to bring the property's zoning into consistency with the updated Comprehensive Plan.

The fee waiver would apply only to the application fee and would not constitute approval of the special exception or exempt the property from applicable zoning, permitting, or development requirements.

City of Dunnellon

Agenda Summary Form

Meeting Date: November 9, 2026

1. Responsible Department: Community Development Department
2. Presenter: Ron Brown | Community Development & CRA Manager
3. Recommended Action: Direct staff to coordinate with the City Attorney and Planning Consultant to prepare an ordinance, application procedures, and a proposed fee structure for non-City-initiated text amendments to Appendix A – Zoning for future City Council consideration.

Subject: Non-City-Initiated Text Amendment Procedures

Request for Approval Summary Explanation & Background: Appendix A – Zoning establishes procedures for zoning map amendments but does not provide a formal application process for privately initiated text amendments.

To address this procedural gap, staff has prepared a draft Text Amendment Application and reviewed procedures and fees established by surrounding jurisdictions.

Staff seeks Council direction to proceed with developing the necessary ordinance provisions, application procedures, and proposed cost-recovery fee structure.

Procurement Method: Not Applicable

Fiscal Information: No immediate fiscal impact. A proposed application fee and cost-recovery structure will be developed to offset applicable administrative, planning, legal, and advertising expenses.

Attorney Review: City Attorney review will be required during the development of the proposed ordinance.

Attachments:

- Draft Text Amendment Application
- Comparative Municipal Text Amendment Fees

ORDINANCE #ORD2026-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE 2016 CITY OF DUNNELLON COMPREHENSIVE PLAN TO ADOPT AN UPDATED CITY OF DUNNELLON COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dunnellon is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Council of the City of Dunnellon has the authority to amend its Comprehensive Plan pursuant to the Community Planning Act Chapter 163, Florida Statutes, and

WHEREAS, the City has prepared updates and amendments to the elements of the Comprehensive Plan and Future Land Use Map Series that reflect changes in state law and changed conditions within the city; and

WHEREAS, the City's Planning Commission, sitting in its capacity as the Local Planning Agency, reviewed the updated City of Dunnellon Comprehensive Plan and Future Land Use Maps Series and recommended approval at a public hearing on August 18, 2026, with due public notice; and

WHEREAS, the City Council of the City of Dunnellon held public hearings to consider this ordinance, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, the City of Dunnellon has complied with all requirements and procedures of Florida law in processing this ordinance; and

WHEREAS, the City Council finds it is in the best interest of its residents to adopt the updated City of Dunnellon Comprehensive Plan and Future Land Use Map Series.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, AS FOLLOWS:

SECTION 1. The City of Dunnellon has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as the legislative findings and intent of the City of Dunnellon.

SECTION 2. The City Council has reviewed the updated City of Dunnellon

Comprehensive Plan and updated Future Land Use Map Series, along with a recommendation for approval by the Planning Commission. and hereby adopts the updated City of Dunnellon Comprehensive Plan and Future Land Use Maps Series as provided in Exhibit A.

SECTION 3. UPDATED SUPPLEMENTAL DATA AND ANALYSIS REPORT. The supporting data and analysis as shown in the updated Supplemental Data and Analysis Report (the "Report") will be transmitted to the State Land Planning Agency and the relevant reviewing agencies with the updated Comprehensive Plan and Future Land Use Map Series, but the Report is not adopted by this Ordinance.

SECTION 4. CONFLICTS. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the City of Dunnellon, to the extent of such conflict, all such ordinances are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance.

SECTION 6. DIRECTIONS TO THE CITY CLERK OR DESIGNEE. Within ten (10) working days after the first public hearing on this Ordinance, the City Clerk or designee shall transmit a copy of this Ordinance, the updated Comprehensive Plan, the Future Land Use Map Series, supporting updated Data and Analysis Report, and a copy of the adopted 2025-2035 Water Supply Plan to the State Land Planning Agency, the appropriate reviewing agencies, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the City Clerk using the prescribed method as stated in the Florida Department of Commerce, Community Planning, Development & Services Department's website.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Dunnellon Comprehensive Plan, if the amendment is not timely challenged, will be after the State Land Planning Agency issues a Notice of Intent (NOI) finding that the amendment package is complete in accordance with Chapter 163.3183, Florida Statutes and in compliance. If timely challenged, this Comprehensive Plan amendment will become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this Comprehensive Plan amendment may be issued or commenced before this ordinance has become effective.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading and public hearing on the 19th day of August 2026.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 9th day of November 2026.

Ordinance Posted on the City's website on August 12, 2026.

First Public hearing advertised on the City's website on July 30, 2026, and advertised in the Riverland News on August 7, 2026.

Second Public hearing advertised on the City's website on October 21, 2026, and advertised in the Riverland News on October 30, 2026.

ATTEST: **CITY OF DUNNELLON**

_____ _____

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 12th day of August 2026.

_____
Amanda L. Odom, CMC
City Clerk

Exhibit “A”

Exhibit A consists of the updated Comprehensive Plan and updated Future Land Use Map Series

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Dunnellon's website by the time notice of the proposed ordinance is published.

ORDINANCE #ORD2026-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE 2016 CITY OF DUNNELLON COMPREHENSIVE PLAN TO ADOPT AN UPDATED CITY OF DUNNELLON COMPRHENSIVE PLAN AND FUTURE LAND USE MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ■ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s.163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - c. Sections 190.005 and 190.046, Florida Statutes, regarding community

[1] See Section 166.041(4)(c), Florida Statutes.

development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance adopts the City of Dunnellon's updated Comprehensive Plan and Future Land Use Map Series as required by Chapter 163.3177, Florida Statutes. The Comprehensive Plan includes the required elements described in Chapter 163.3177, Florida Statutes and has been updated to reflect new statutory requirements and changed conditions in the community since the previous adoption of the 2016 Comprehensive Plan. This plan promotes the public health, safety, and welfare by providing the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of Dunnellon.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

The proposed ordinance is not expected to have direct economic impacts on private, for-profit businesses in the City of Dunnellon.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

None

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

The City of Dunnellon provided the required legal notice for this ordinance.

October 19, 2026

The Honorable Walter Green
Mayor, City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Dear Mayor Green,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Dunnellon (Amendment No. 26-02ER), which was received on August 20, 2026. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by FloridaCommerce from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email via Jon.Coulter@commerce.fl.gov.

Sincerely,

Yazmin Valdez, Chief
Bureau of Community Planning and Growth

YV/ jc
Enclosure: Procedures for Adoption

cc: Amanda Odom, CMC, City Clerk, City of Dunnellon
William Ary, Community Development Manager, City of Dunnellon
John Patterson, AICP, East Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

ORDINANCE NO. ORD2026-08

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, VACATING AND DELETING THE CONTENTS OF CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN GENERAL," ITS ENTIRETY; READOPTING CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN GENERAL," AS MODIFIED AND SET FORTH HEREIN TO REVISE REGULATIONS GOVERNING SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Ordinance is adopted pursuant to the authority granted in the City's Charter, Chapters 166, Florida Statutes, and other applicable law.

WHEREAS, the City of Dunnellon adopted Ordinance No. 2024-03 on March 4, 2024, establishing Chapter 11, "Special Events," to regulate special events held within the City; and

WHEREAS, the City has gained experience in administering special events and has identified areas requiring clarification and enhancement to better protect public health, safety, and welfare; and

WHEREAS, the City seeks to minimize municipal liability and financial exposure by ensuring that special event applicants bear full responsibility for event costs and impacts; and

WHEREAS, the City contracts with the Marion County Sheriff's Office for law enforcement services and desires to clarify the role of the Marion County Sheriff's Office in special event permit review and administration; and

WHEREAS, these amendments establish comprehensive requirements for parking plans, traffic control, facility use, utilities, and public safety services to ensure successful special events that protect city resources; and

WHEREAS, the City Council finds that these amendments are in the best interest of the citizens of Dunnellon and will promote the public health, safety, and general welfare.

LESIGLATIVE UNDERSCORING: Underlined words constitute additions to the City of Mascotte City Code and Zoning Code, ~~strikethrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA:

SECTION 1. FINDINGS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. VACATION AND DELETION. Chapter 11, "Special Events," Article I, "In General," of the Code of Ordinances of the City of Dunnellon, Florida, is hereby vacated and deleted in its entirety. A copy of the deleted provisions is attached hereto as Exhibit "A," shown in ~~strikethrough~~.

SECTION 3. READOPTION OF CHAPTER 11, SPECIAL EVENTS. Chapter 11, "Special Events," Article I, "In General," of the Code of Ordinances of the City of Dunnellon, Florida, is readopted as revised and set forth herein.

Section 11-1. Purpose.

Recognizing that special events contribute to tourism, economic development, and community identity, these regulations establish standards to promote successful events while managing their impacts. The purpose is to protect public health, safety, and welfare; safeguard property; minimize municipal liability; and ensure event organizers assume responsibility for event-related costs and operations. Because such events often involve large crowds, municipal oversight is required to ensure adequate provision of sanitation facilities, sewage disposal, law enforcement, fire rescue services, traffic and crowd control, parking, and related public safety measures. These regulations also provide clear permitting procedures and guidance for the use of public property, supporting efficient administration and a safe, well-managed community environment.

Sec. 11-2. Exemptions.

The provisions of this chapter shall not apply to:

(1) City events;

(2) Funeral processions and services;

(3) Events conducted entirely on private property that do not meet the definition of special event;

(4) Sports activities occurring at sports facilities located on city property. Nothing herein limits the City's authority to enter agreements for use of City property on terms favorable to the City.

Section 11-3. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the stated meanings, except where the context clearly indicates a different meaning:

Applicant means any person or organization that seeks a permit from the city to conduct a special event governed by this chapter.

Community Development Manager means the city's community development manager or their designee responsible for coordinating the special event permit review process.

Marion County Sheriff's Office (MCSO) means the law enforcement agency providing law enforcement services to the city pursuant to contract.

Right-of-Way is land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for traveling purposes, including all roads, streets, alleys, sidewalks, trails, paths, utilities, drainage ways, shoulders, and the publicly controlled land immediately abutting and appurtenant to the traveled and drainage ways.

Special Event means an organized, temporary activity or series of temporary activities held outdoors on public property, open to the public by advertisement or invitation, with or without charge, involving twenty-six (26) or more persons. For purposes of this chapter, a Special Event shall be classified as a Small Event if anticipated attendance is between twenty-six (26) and fifty (50) persons, or a Large Event if anticipated attendance is more than fifty-one (51) persons, with each classification subject to its respective permit requirements as provided herein. Events with an anticipated attendance of twenty-five (25) or fewer persons are exempt from the permit requirements of this chapter, though organizers remain responsible for compliance with all other applicable City ordinances and state law. Any reference to "special event" in the Code other than in this chapter shall mean "special event" as defined herein.

Special Events Team means representatives from the Marion County Sheriff's Office, public works, community development, and other relevant departments designated by the city clerk to administer the provisions of this chapter.

Section 11-4. Special event criteria.

(a) All special events must be planned and conducted in accordance with the following objectives:

(1) The special event provides a unique and organized civic, cultural, educational, entertainment, or recreational activity or experience.

(2) The size, attendance, and nature of the special event are suitable for the proposed location and duration.

(3) Both vehicle and pedestrian traffic associated with the special event must be managed to accommodate expected attendance.

(4) Parking plan and requirements.

a. All special event applicants must submit a parking plan that adequately accommodates all special event staff, participants, and spectators. The parking plan

must meet parking requirements according to this code and be approved prior to permit issuance.

b. The parking plan must include:

i. Total anticipated attendance;

ii. Estimated vehicle count based on peak accumulation;

iii. Location and capacity of all designated parking areas, including on-street parking, public lots, and private property;

iv. Site map showing parking areas, pedestrian routes, accessible parking spaces, emergency vehicle access, and traffic flow patterns;

v. For any use of private property proposed for parking~~,~~ that is identified in the applicant's parking plan, written authorization from the property owner on a form provided by the city, including verification of adequate liability insurance covering the property owner;

vi. Accessible parking spaces complying with the Americans with Disabilities Act (ADA) requirements;

vii. Signage plan directing attendees to parking areas;

c. Minimum parking requirements:

i. Small events (50 persons or fewer): Parking must be provided for all anticipated attendees at a ratio of one parking space per 3.0 persons, unless the applicant demonstrates that a significant portion of attendees will arrive by alternative means (walking, cycling, carpooling, shuttle service).

ii. Large events (51 persons or more): Parking must be provided at a ratio of one parking space per 3.0 persons, with a minimum 10~~20~~% overflow capacity.

iii. Events with alcohol service: Parking must be provided at a ratio of one parking space per 3.5 persons due to higher vehicle occupancy rates for such events.

iv. Parking calculations may be adjusted at the discretion of the city based on the length of the event and peak anticipated daily attendance.

d. Use of private property for parking:

i. Private property that is identified in the applicant's parking plan may be used for event parking only with express written permission from the property owner;

ii. The property owner authorization must be submitted on the city's Private Property Parking Authorization Form and must include the legal description or address of property; specific dates and hours parking is authorized; maximum number of vehicles authorized; acknowledgment that property owner has adequate liability insurance; and contact information for property owner;

iii. The special event applicant must name the property owner as an additional insured on the event liability insurance policy or provide evidence that the property owner has been notified and has adequate insurance coverage;

iv. The applicant is responsible for ensuring the private property is restored to its original condition, including repair of any damage caused by parking activities;

~~v. Property owner authorization may be revoked at any time up to 48 hours before the event, in which case the applicant must immediately provide alternative parking arrangements satisfactory to the city or the permit may be revoked.~~

e. On-street parking restrictions:

i. The parking plan must identify any on-street parking areas to be utilized;

ii. The applicant is responsible for all costs associated with temporary parking signage, barricades, or enforcement as required.

f. Prohibited parking areas:

i. Fire lanes, emergency access routes, and areas designated must remain clear at all times;

ii. Parking shall not block sidewalks, pedestrian routes, or accessibility paths;

iii. Parking shall not occur on private property without written authorization as specified in subsection (d);

iv. Parking shall not impede access to residences or businesses.

g. Parking enforcement:

i. The applicant is responsible for managing parking and directing attendees to designated areas;

ii. Vehicles parked in violation of posted restrictions or on unauthorized private property may be towed at owner's expense;

iii. The applicant shall be liable for any damages, complaints, or enforcement actions resulting from inadequate parking management.

(5) Adequate security, emergency medical services, and fire protection services, as determined by the Marion County Sheriff's Office and fire department, must be provided to protect the safety of special event staff, participants, spectators, and the public.

(6) All temporary structures are safe as determined by the fire department.

(7) Restroom facilities must be provided to accommodate expected special event attendance.

(8) Trash must be managed and removed in a timely manner after the special event, and the site must be returned to the same or better condition than before the special event. Failure to properly clean the event site may result in cleanup fees and labor charges as determined by the city.

(9) Noise must be managed to minimize the impact on neighboring residences and businesses.

(10) Economic and other impacts to city residences and businesses must be adequately considered so that the net aggregate impact of the special event on the area is positive.

(b) The applicant shall demonstrate the ability to successfully carry out the proposed special event, including, if applicable, a past record of successful special event performances.

(c) The applicant shall ensure that the special event is conducted in compliance with all applicable laws, ordinances, and city policies, regulations, and procedures.

(d) The applicant shall obtain any and all additional permits/approvals required to conduct the special event or related activities as deemed necessary by the city and/or as otherwise required by any entity with jurisdiction over the applicant's proposed activities or area where the special event is proposed to take place.

Section 11-5. Facility use and utilities.

(a) Event size classifications. For purposes of this chapter, special events shall be classified as follows:

(1) Small events: Special events with an anticipated attendance of 26 but less than 51 persons at any given time.

(2) Large events: Special events with an anticipated attendance exceeding 50 persons at any given time.

(b) Electrical service requirements for special ~~large~~ events.

(1) All ~~large~~ special events shall provide their own electrical power generation through portable generators, inverters, or similar self-contained power systems adequate to meet all electrical needs of the event, including but not limited to sound systems, lighting, food vendors, and other electrical equipment with the exception of (i) below.

~~(i)~~ (i) Existing city electrical infrastructure outlets at the stage shall be strictly limited to ensure that the total connected load does not exceed the rated voltage and amperage capacity of the applicable circuit. Users shall comply with all applicable safety standards and regulations, and the city reserves the right to restrict or terminate use in the event of noncompliance or unsafe conditions. ~~Existing city electrical infrastructure at special event venues, including outlets at stages and facilities, shall not be available for use.~~

(ii) All electrical generation equipment must comply with applicable fire and safety codes and be subject to inspection and approval.

(iii) Billing of electric service will be based on actual use at current electric rates.

(c) Restroom facilities for large events.

(1) All large events shall provide adequate portable restroom facilities to accommodate expected attendance.

(i) Existing city restroom facilities shall not be available for use during large events.

(ii) The number and type of portable facilities shall be determined in accordance with Florida Department of Health Administrative Code Chapter 64E-6 and subject to approval by the community development manager based on anticipated attendance and event duration.

(d) Concession stand facilities.

(1) The use of city-owned concession stands shall be permitted for special events of any size, subject to the availability of the facility and a determination by the city that the facility is safe for public use. Any use of electrical service shall be strictly limited to ensure that the total connected load does not exceed the rated voltage and amperage capacity of the applicable circuit. Users shall comply with all applicable safety standards and regulations,

and the city reserves the right to restrict or terminate use in the event of noncompliance or unsafe conditions.

(e) Facility condition and restoration. All applicants shall be responsible for the condition and restoration of city facilities and property as set forth in Section 11-4(a)(8). The city may assess cleanup fees and labor charges for any restoration work required after an event.

Sec. 11-6. Special event permits.

All special events held in the city shall require a special event permit.

Section 11-7. Application procedures and requirements.

(a) An applicant shall complete a special event permit application in the form prescribed by the city.

(b) If the special events team determines that an applicant otherwise meets the criteria for a special event permit, but additional information is needed, the applicant shall submit such additional information in the form requested by the city before a permit decision is made.

(c) Each special event permit application shall be filed at least 120 days in advance of the event date for large events and at least 30 days in advance of the event date for small events ~~of the event date~~ in order to provide adequate notice for organizing city services. Applications that are not submitted in a timely manner may be denied unless the applicant demonstrates to the city clerk that compliance within the deadline was impractical or impossible, or the clerk determines that the delayed application will not impair the city's ability to accomplish the purposes of this chapter.

(d) If a special event involves multiple governmental jurisdictions, the applicant is required to obtain all applicable written authorizations from other jurisdictions related to the special event.

(e) Traffic control plans. If the special event requires any street closures, lane closures, parking restrictions, detours, or other traffic control measures:

(1) The applicant shall retain a qualified private traffic control company to prepare a traffic control plan.

(2) The traffic control plan must comply with the current Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation standards.

(3) The applicant shall be responsible for all costs associated with the preparation, implementation, and removal of traffic control measures.

(f) Documentation deadlines. The following documentation must be submitted to the community development manager by the dates specified:

(1) Traffic control plan: At least 60 days prior to the event date.

(2) Insurance certificates: At least 30 days prior to the event date.

(3) Generator/electrical plan (for large events): At least 30 days prior to the event date for fire department approval.

(4) Portable restroom plan (for large events): At least 30 days prior to the event date.

(5) Final site plan and layout: At least 30 days prior to the event date.

~~(6) City resource plan (barricades and equipment): At least 30 days prior to the event date.~~

Failure to submit required documentation by the specified deadlines may result in permit denial or revocation.

Section 11-8. Application processing.

(a) Determinations. The special events team shall make decisions on complete applications only. All completed applications, including required approvals and supporting documentation, shall be forwarded to the community development manager for coordination and attachment to the permit. The special events team shall determine whether to impose permit conditions and whether the applicant has demonstrated that the applicable requirements are satisfied. Required approvals include, but are not limited to:

(1) Marion County Sheriff's Office approval of life safety plans and crowd control plans;

(2) Public works department approval of equipment needs, site preparation, and restoration requirements;

(3) Fire department approval of temporary structures, electrical systems, and fire safety measures;

(4) Community development department approval of land use, zoning compliance, and permit conditions.

(b) Withdrawal. An applicant may withdraw the application prior to the issuance of an approval or denial. The city may consider an application withdrawn if the applicant fails to provide requested information or explanation of why the information cannot be provided within 15 calendar days of the request. The applicant shall pay to the city all actual costs incurred by the city as a result of the withdrawal.

(c) Cancellation. An applicant shall notify the community development department immediately once the applicant knows that a permitted special event will not occur. The applicant shall pay to the city all actual costs incurred by the city as a result of the cancellation.

(d) Misrepresentations. If the applicant makes an intentional misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the applicant shall

pay to the city all actual costs incurred by the city as a result of the misrepresentation. This provision does not apply to crowd size when adversely impacted by weather or disaster.

Section 11-9. Fees, charges, and expenses.

(a) Fees. A nonrefundable application fee set forth in the fee schedule, which is adopted by the city from time to time by resolution, shall accompany a permit application. Prior to issuance of the special event permit, the applicant shall pay all other applicable non-refundable fees as determined by the city, as set forth in the fee schedule, which is adopted by the city from time to time by resolution.

(b) City support services. City support services shall be provided for special events as determined by the city to protect the health, safety, and welfare of the public. The costs of such services shall be set forth in the fee schedule adopted by resolution and paid to the city by the applicant no less than 30 days prior to the event.

(c) Police, fire, emergency medical services, traffic and crowd control.

(1) The applicant shall provide, at applicant's expense, all law enforcement, fire protection, emergency medical services, traffic control, and crowd management services required by the Marion County Sheriff's Office, fire department, and other applicable agencies having jurisdiction.

(2) The Marion County Sheriff's Office shall determine the level of law enforcement and crowd control services necessary based on the event size, nature, location, duration, and potential risks.

(3) The fire department shall determine the level of fire protection and emergency medical services necessary based on applicable fire codes, event characteristics, and life safety considerations.

(4) Traffic control requirements shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation standards.

(5) The applicant shall contract directly with and pay directly to the Marion County Sheriff's Office, fire department, or other service providers for all required services no less than 30 days prior to the event.

(6) Failure to provide required safety services as determined by the respective agencies shall be grounds for permit denial or revocation.

(7) The city makes no determination regarding the adequacy of safety services and assumes no liability for the sufficiency or insufficiency of safety staffing levels determined by other agencies.

(d) Additional costs. In addition to the costs set forth in this section, the applicant shall pay to the city any additional actual costs incurred by the city, as supported by invoice, including but not limited to site cleanup and restoration costs.

Sec. 11-10. Insurance.

The applicant of a special event being conducted on city property must provide certificates of insurance naming the city as an additional insured for all insurance coverage required by the city at the sole discretion of the city. All such required insurance shall be issued by an insurance company authorized to do business in the state.

Sec. 11-11. Indemnification.

The applicant of a special event being conducted on city property must agree to indemnify, defend and hold the city harmless from and against any and all claims, suits, causes of action, damages, losses and expenses incurred by the city, which are caused by the acts and/or omissions of the Applicant, or any of its employees, agents, subcontractors, representatives, volunteers, invitees, or the like. Said indemnification, defense, and hold harmless shall not be limited by any required insurance coverage amounts.

Sec. 11-12. Decision on special event application.

(a) *Special conditions.* The city's special events team may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the special event objectives set forth herein are met. If special conditions are imposed, the city shall notify the applicant in writing of the required conditions.

(b) *Denial.* If a special event application is denied, the city shall notify the applicant in writing of the action, including:

(1) The grounds for denial.

(2) An explanation of the applicant's right to appeal the action.

(3) An explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

Section 11-13. Permit revocation.

(a) A permit may be revoked by the Marion County Sheriff's Office or their designee for any of the following reasons:

(1) Failure to conduct the special event as presented on the application.

(2) Failure to comply with terms and conditions of the permit.

(3) Failure to adequately pay the billed fees by the city in a timely manner.

(4) The special event poses a threat to public health, safety, or welfare.

(5) State of emergency declared by the city or another governmental entity.

(b) If a special event permit is revoked, the city shall notify the applicant in writing of the action, including:

(1) Grounds for revocation.

(2) Explanation of the right to appeal the permit revocation except in the event of a declared state of emergency.

Sec. 11-14. Appeal of denial, special condition or revocation.

(a) If a special event permit has been denied or revoked, or special conditions imposed, by the city, an applicant may appeal the denial, revocation or special conditions to city council as follows:

(1) The appeal must be filed with the community development department within ten calendar days from the date of the initial decision.

(2) The appeal shall include the specific reasons for the appeal and any supporting documentation.

(2) City council shall hear the appeal at the next regular city council meeting that is scheduled to be held on a date that falls at least ten days after the city's receipt of the appeal.

(3) After considering the appeal, city council may uphold, reverse or modify a permitting-related decision. The decision of city council is final.

Section 11-15. Termination of special event.

The Marion County Sheriff's Office or designee may terminate a special event whether permitted or unpermitted and disperse participants and spectators as deemed necessary due to breach of peace or any violation of law, including, but not limited to violations of this chapter.

Sec. 11-16. Unauthorized acts.

It shall be a violation of this chapter for any person to:

(1) Hold a special event that requires a permit under this chapter without obtaining the approved permit.

(2) Fail to conduct the special event as presented on the application.

(3) Hold a special event that violates the terms and conditions of the special event permit.

(4) Hold a special event that violates the law, including, but not limited to, laws relating to traffic regulations, disturbing the peace, public nuisance, unlawful assembly, and/or trespass.

Sec. 11-17. Administration and implementation.

(a) The city clerk shall be responsible for administering and implementing this chapter and may designate city employees as deemed necessary in order to facilitate administration of this chapter.

(b) The city council may develop reasonable policies to implement this chapter.

Sec. 11-18. Animals at public events.

Animals shall be permitted at public events, at the discretion of the applicant. Animals providing a service to a person with a disability as defined by the Americans with Disabilities Act and Florida law (service animals) may not be excluded from any public event. The following shall apply to all animals (including service animals) attending public events:

(1) Animals must be leashed at all times, except for service animals if the disability of the owner/handler does not allow for the animal to provide effective assistance when leashed.

(2) Animals must be trained so that, absent illness, the animal controls its waste elimination.

(3) Animals must be maintained in compliance with the city's animal control and public health ordinances.

(4) The owner/handler of an animal will be responsible for any injury, damage, or destruction caused by the animal.

(5) An animal may be excluded from a public event if the animal's behavior poses a direct threat to the health, safety, or welfare of others.

(6) Providing false information about or misrepresenting the status of a service animal is punishable as a second-degree misdemeanor under Florida law.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dunnellon, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Upon motion duly made and carried, the foregoing ordinance was adopted on the first reading on the _____ day of _____ 2026.

Upon motion duly made and carried, the foregoing ordinance was adopted on the second and final reading and public hearing on the _____ day of _____ 2026.

Ordinance Posted on the City's website on _____, 2026. Public hearing advertised on the City's website on _____, 2026 and advertised in the Riverland News on _____, 2026.

_____
Walter L. Green, Mayor

Attest:

_____
Amanda L. Odom, CMC
City Clerk

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this _____ day of _____ 2026.

_____
Amanda L. Odom, CMC
City Clerk

Exhibit “A”

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Dunnellon's website by the time notice of the proposed ordinance is published.

ORDINANCE #ORD2026-08

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN GENERAL," TO REVISE REGULATIONS GOVERNING SPECIAL EVENTS; AMENDING SECTION 11-1 TO CLARIFY THE PURPOSE; AMENDING SECTION 11-3 TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 11-4 TO EXPAND SPECIAL EVENT CRITERIA INCLUDING DETAILED PARKING PLAN REQUIREMENTS; CREATING SECTION 11-4.5 TO ESTABLISH FACILITY USE AND UTILITIES REQUIREMENTS; AMENDING SECTION 11-6 TO ADD TRAFFIC CONTROL PLAN REQUIREMENTS AND DOCUMENTATION DEADLINES; AMENDING SECTION 11-7 TO SPECIFY REQUIRED APPROVALS; AMENDING SECTION 11-8 TO CLARIFY RESPONSIBILITIES FOR PUBLIC SAFETY SERVICES; AMENDING SECTION 11-12 TO UPDATE PERMIT REVOCATION AUTHORITY; AMENDING SECTION 11-14 TO UPDATE AUTHORITY TO TERMINATE SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In the best interests of the public's health, safety, and welfare, this ordinance amends the City's special events regulations to establish comprehensive requirements that protect public health, safety, and welfare while minimizing municipal liability and financial exposure. The amendments clarify applicant responsibilities for event costs and impacts, establish detailed parking plan requirements, create facility use and utility standards for large events, specify traffic control plan requirements, and clarify the roles of the Marion County Sheriff's Office and other agencies in special event administration. These amendments are necessary to protect city property and resources, ensure adequate public safety services, and promote successful special events that benefit the community while reducing risks to the City and its residents.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

For private, for-profit businesses in the City that are not involved in organizing or hosting special events, no direct compliance costs are anticipated. For businesses or organizations that organize special events on city property, the ordinance clarifies and formalizes existing requirements rather than creating entirely new obligations. Anticipated compliance costs for special event organizers include:

Preparation of parking plans and traffic control plans (if applicable), which may require engaging professional consultants.

Rental of portable generators, restroom facilities, and other equipment for large events (exceeding 30 attendees);

Direct payment to the Marion County Sheriff's Office and fire department for required public safety services.

Potential costs for private property parking authorizations and associated liability insurance requirements.

Increased documentation and earlier submission deadlines (60 days for traffic control plans, 30 days for various other items).

Many of these requirements existed under the previous ordinance but are now more explicitly defined. The primary new costs relate to limiting use of city electrical infrastructure and restroom facilities for large events, requiring event organizers to provide their own resources.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

The ordinance does not create new permit application fees or city charges. However, it clarifies that applicants must directly contract with and pay the Marion County Sheriff's Office, fire department, and other service providers for required public safety services. The ordinance also authorizes the City to assess cleanup fees and labor charges if event sites are not properly restored. Specific fee amounts will continue to be established by resolution in the City's fee schedule.

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ordinance is expected to reduce the City's direct regulatory costs by shifting responsibility for public safety services, utilities, facilities, and site restoration to event applicants. The City will continue to incur administrative costs for permit review and coordination, which are recovered through existing application fees. By requiring applicants to provide their own generators, portable restrooms, and other resources, the City avoids wear and tear on city infrastructure and reduces maintenance and utility costs. The ordinance also authorizes cost recovery for any city expenses through invoicing, ensuring that special events do not create unfunded burdens on city resources.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The ordinance directly impacts organizations and businesses that organize special events on city property. Based on recent experience, the City anticipates approximately 3-8 special events per year that would be subject to these requirements. The amendments may indirectly benefit local businesses that provide event-related services such as portable restroom rentals, generator rentals, traffic control services, security services, and parking management. Local businesses and residents located near event venues may benefit from improved parking management, traffic control, and noise mitigation requirements. Overall, the number of directly impacted businesses is minimal, as

most special events in Dunnellon are organized by nonprofit organizations, community groups, or the City itself (which is exempt from the ordinance).

4. Additional information the governing body deems useful (if any):

This ordinance reflects input from the Marion County Sheriff's Office and the Marion County Fire Department (which provides fire services to Dunnellon) to address practical challenges encountered in administering special events under the current ordinance. Key policy objectives include:

- Protecting city property and infrastructure by limiting use of city electrical and restroom facilities for large events;
- Reducing city liability exposure by clarifying that applicants are fully responsible for event costs, impacts, and safety services;
- Ensuring adequate parking through detailed parking plan requirements that address both public and private property;
- Establishing clear authority for the Marion County Sheriff's Office to determine necessary law enforcement and crowd control services;
- Creating enforceable deadlines for submission of required documentation to allow proper planning and coordination;
- Clarifying that the City makes no determination regarding the adequacy of safety services and assumes no liability for staffing levels determined by other agencies.

The ordinance maintains the existing 120-day advance application requirement for large events and preserves the City Council's authority to hear appeals. City-sponsored events and events on private property remain exempt. The amendments are intended to promote successful special events that benefit the community while ensuring that event organizers bear appropriate responsibility for the costs and impacts of their activities.

This Master Services Agreement No. 19723 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

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

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

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

1. Scope of Service

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

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

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

2. Fees

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

3. Invoicing and Payment

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

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

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

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

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

4. Term and Termination

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

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

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

5. Working Arrangements

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

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

6. Company Personnel

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

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

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

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

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

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

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

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

9. Confidential Information

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

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

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

10. Intellectual Property

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

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

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

11. Warranty

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

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

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

12. Indemnification and Limitation of Liability

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

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

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

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

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

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

13. Insurance

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

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

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

14. Notices

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

If to Company	If to Client:
MCCi, LLC	City of Dunnellon
3717 Apalachee Parkway, Suite 201	20750 River Drive
Tallahassee, FL 32311	Dunnellon, Fl 34431
Attn: Legal Department	Attn: Andrew J. Hand
Email: legal@mccinnovations.com	Email: ahand@shepardfirm.com

15. Miscellaneous

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

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

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

(c) Client Software Customizations.

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

(d) Company Software Configuration Services.

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

(e) Compliance with Laws.

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

(f) Equal Opportunity.

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

(g) Excluded Parties List.

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

(h) Boycotts.

Pursuant to § 287.135, *Florida Statutes*, Company hereby certifies that Company is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Company further agrees that Company will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Company certifies that none of Company's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Company, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, Company shall immediately notify Client. Company acknowledges that failure to comply with this provision, including any false certification, may subject Company to civil penalties, termination of the Agreement, and other remedies available under the law.

(i) E-Verify.

Company hereby certifies that Company does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that Company has provided to Client an executed Human Trafficking Affidavit.

(j) DEI.

Pursuant to § 287.139, *Florida Statutes,* Company warrants that Company does not and will not use municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and including as defined in §§ 125.595(1) and 166.04971(1), *Florida Statutes.*

(k) Public Records.

Company shall maintain public records required by the Owner to perform the services. Upon request from Client's custodian of public records, Company shall provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Company does not transfer the records to Client.

Upon completion of this Agreement, Company shall make available for Client download, at no cost, to Client all public records in possession of Company or keep and maintain public records required by Client to perform the service. If Company transfers all public records to Client upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK'S OFFICE
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
MODOM@DUNNELLON.ORG
(352) 465-8500

(l) Force Majeure.

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

(m) Audit Rights.

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

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

Client shall bear all costs associated with audits.

(n) Assignment.

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

(o) Modification.

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

(p) Provisions Severable.

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

(q) Dispute Resolution.

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

(r) Interpretation.

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

(s) Publicity.

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

(t) Entire Agreement.

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

(u) Counterparts.

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

(v) Governing Law.

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

(w) Survival.

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

(x) Bench Trial.

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

(y) No Class Actions.

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

(z) Limitation Period.

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

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

MCCi, LLC

Signed: E-SIGNED by Mohammad Khan on 2026-10-16 20:32:53 GMT

Name: Mohammad Khan

Title: CFO

Date: October 16, 2026

CITY OF DUNNELLON ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

20750 RIVER DRIVE
DUNNELLON, FL 34431

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19723

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 19723 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Mohammad Khan on 2026-10-16 20:32:56 GMT

Name: Mohammad Khan

Title: CFO

Date: October 16, 2026

CITY OF DUNNELLON ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE

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

Bill to: Michelle Leonard
MLeonard@dunnellon.org
Ship to: Michelle Leonard
MLeonard@dunnellon.org
cc AP Contact: MLeonard@dunnellon.org
Cloud Admin: Michelle Leonard
MLeonard@dunnellon.org

Client Name: City of Dunnellon
Client Address: 20750 River Drive, Dunnellon, FL 34431
Quote Number: 44085
Order Type: Platform Change
Quote Date: October 2, 2026

Product Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Cloud Professional User Subscription (5-49 Users)	5	$870.00	$843.90	$4,219.50
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Starter Audit Trail Subscription	1	Included*	Included*	Included*
☑ Up to 1,000 AI Units Per Year	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$4,219.50***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi Managed Support Services for Laserfiche (MMSS)	1	$765.00	$765.00	$765.00
Client needs are estimated based on the current components provided herein: up to 5 hours that will expire at the end of your renewal term.				
☑ MCCi SLA for Laserfiche (5-10 Users)	1	$650.00	$617.50	$617.50
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$1,382.50***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$5,602.00***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA – NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$3,375.00	$3,206.25	$3,206.25
☑ Laserfiche Repository Administrator Training (Remote)	1	$982.50	$933.38	$933.38
☑ Laserfiche User Training (Remote)	1	$982.50	$933.38	$933.38
Service Packages Subtotal				***$5,073.00***

GRAND TOTAL - ONE-TIME SERVICES	***$5,073.00***

EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT

☑ Managed Support Services	-1	
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1	
Existing MCCi Supplemental Support/Subscription Credit Total		***($182.27)***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***($182.27)***

TOTAL LASERFICHE PROJECT COST	***$10,492.73***
****ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2**	***$5,602.00***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

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

Client acknowledges that approval of this platform change will cause a new annual support period. Concurrently, this will result in the cancellation and removal of all products listed on Appendix A upon expiration of their current support period. Any co-termed products not included in Appendix A will remain on the previous renewal agreement and support period.

**ESTIMATED RECURRING ANNUAL SUBSCRIPTION - YEAR 2

Laserfiche has announced pricing increases across all product lines, effective October 1st. Therefore, MCCi has provided a Recurring Services estimated renewal amount for year two. Please see additional language below for Recurring Services.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services 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. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of total upon project completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.. Once payment has been received, no refunds for Recurring Services are available.

SUPPLEMENTAL SUPPORT PACKAGES

LASERFICHE CLOUD

Cloud Feature	Definition	MCCi's Managed Support Services	MCCi's Process Administration Services	
		MMSS	MPASS	MPASS2
AI - Smart Fields	MCCi will provide recommendations to extract, summarize, or analyze information in a document and store the resulting value in a field. Template and field creation with Ai prompting.	✔	✔	✔
AI - Prompting with Laserfiche Processes	Precise and structured phrasing used to instruct Laserfiche Ai to produce reliable, relevant, and controllable outputs. Optimize your Ai prompts with MCCi consultation on custom Ai prompt language.	✔	✔	✔
Configuration of *basic* Laserfiche Cloud Process Automation Services utilizing Forms and Workflow	Automatically extract values from documents and populate them into designated fields without requiring manual user input. Configuration of basic Automatic Extraction processes with Workflow or Import Agent.	✔	✔	✔
Public Portal Customization	Allows anonymous users to access a Laserfiche repository through WebLink for read-only purposes. Configuration of Basic Public Portal changes such as, Themes, Welcome Page, Navigation, Document Viewer Search Results, and Search options,	✔	✔	✔
Remote Basic Training	One-Two hour collaborative training sessions on Laserfiche module(s).	✔	✔	✔
Additional Administration and System Settings Consultation	MCCi will assist with and provide recommendations for best practices for user management, permissions, and overall system administration.	✔	✔	✔
Annual Review of Administration Settings and Repository best practices	An annual system review that evaluates current system settings, repositories, and operational processes, with actionable recommendations to align with best practices and optimize overall system efficiency.	✔	✔	✔
Priority Offering of Laserfiche CPPs & Empower Registration Scholarships	Priority offering of complimentary Laserfiche certification courses and Empower Registration Scholarships, based on availability.	✔	✔	✔
Laserfiche Quick Fields Configurations	Automated data capture solution that can process both imaged and electronic documents. Configuration of basic Quick Fields Sessions with automation through Agent.	✔	✔	✔
Laserfiche Import Agent Configuration	Configuration of Import Profiles, enabling automated document imports from monitored folders into the Laserfiche repository	✔	✔	✔
Laserfiche Connector Profiles Configuration	Tool designed to integrate Laserfiche with various business applications, such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. MCCi will assist with setting up Connector profiles and help maintain profiles.	✔	✔	✔
Basic Records Management Module Overview Training	MCCi will provide a high-level overview of the Records Management module; initial training is not available under this support level.	✔	✔	✔
Dedicated Certified Professional	Addition to break/fix, direct assigned Analyst to assist with creation and management of processes, Institutional knowledge of your system, and suggestions on improvements to processes.		✔	✔

Administration Configuration Services	MCCi will assist with administration configuration services, including setting up users, templates/fields, and security.		✔	✔
Proactive recurring consultation calls	Upon Client's request, Client's MPASS representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.		✔	✔
Institutional Knowledge of Client's Solution	MCCi documents the client's specific usage, business processes, and integrations, and can assist in transferring that knowledge to the new solution administrator.		✔	✔
Annual Review of business process & cloud process automation configurations	MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.			✔
Maintenance of MCCi/Client configured *complex business processes**	The assigned representative will maintain MCCi- or Client-configured complex business processes. These mission-critical, extensively configured solutions may receive minor tweaks, upgrades, updates, and process improvements. For new complex Forms, Workflow, or Transparent Records Management work, please consult your Account Executive about Business Process Configuration Services.			✔
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	MCCi will assist with basic JavaScripting as well as CSS Styling and basic calculations within Laserfiche Forms. Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.			✔

A ***complex business solution is a large business process with an extensive configuration that is mission-critical to the organization.

Hours: MCCi allows clients to use their hours for a multitude of services, as long as a request does not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

**Full SLA document is available upon request*

[remainder of page left intentionally blank]

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- MCCi may choose to utilize the third-party service Jira (https://www.atlassian.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Jira.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.

- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

ON-PREM ASSUMPTIONS

- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires:
  - a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM to 5:00 PM local time within the continental United States.
  - a Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - a Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- Client will acquire, install, and set up TLS certificates that meet application requirements.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

ON-PREM EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version of Laserfiche.
- Create up to three (3) Laserfiche User Groups.
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to three (3) user groups.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or older, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi's Administrator Training is available as a single session. The goal is for your organization to have a trained repository administrator. The single session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for two (2) hours

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) training session for two (2) hours
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- A single onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

TECHNICAL SUPPORT

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 am to 5:00 PM local time within the continental United States.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacturer, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription

- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance
- MCCi Government Websites

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

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

SERVICE WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications,

set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

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

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for platform changes or new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before -after the renewal date will be charged the greater of a $150 or a 20% cancellation fee based on the total annual Laserfiche Cloud subscription cost.

- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	the greater of $150 or 20% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

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APPENDIX A

Upon expiration of client's current support period, all of the following products will be cancelled and removed

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☑	Laserfiche Full User	-2
☑	Laserfiche Team Server (Single Repository)	-1
☑	Laserfiche Retrieval User	-2
☑	Laserfiche ScanConnect (Legacy)	-2
☑	Laserfiche Snapshot	-2