



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
May 7, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Lunchtime Workshop Minutes

Attachment: April 5, 2024

Regular City Commission Meeting Minutes

Attachment: April 16, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Firemen's Pension Board Meeting Minutes

Attachment: February 26, 2024

Education Advisory Board Meeting Minutes

Attachment: March 6, 2024

Hillsboro Inlet District Meeting Minutes

Attachment: March 11, 2024

Code Compliance Meeting Minutes

Attachment: March 12, 2024

Community Redevelopment Agency Meeting Minutes

Attachment: March 12, 2024

Community Appearance Board Meeting Minutes

Attachment: March 27, 2024, April 10, 2024

APPROVAL OF THE AGENDA

May 7, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89578753360?pwd=dkxWSEFIZDIleUI4VINtVnl6emQrUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 895 7875 3360#

Participant ID: #

Passcode: 519176#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Proclamation presented to the Broward State Attorney's Office in support of the S.A.F.E. initiative to fight human trafficking.**

Sponsor: Department of Public Safety

2. **Proclamation presented to Filthy Organics in recognition of International Compost Awareness Week.**

Sponsor: Department of Sustainable Management

3. **Presentation by Waste Management regarding the County Land Use Plan Amendment (LUPA) and variance request to increase the size and height of the landfill at Monarch Hill.**

Sponsor: Office of the City Manager

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of Master Services Agreement No. 19680 and Addendum No. 1 to the Agreement with MCCi, LLC, utilizing the National Cooperative Purchasing Alliance Contract No. 01-162 for the purchase and development of a repository in the Laserfiche Software Application for electronic storage of building permit documentation in an amount not to exceed \$50,000.00; providing for execution and an effective date. (*Funds from Account #010-1166-524-30-03 - Building Fund/Programming & Software*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: MCCi, LLC

- 5. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the U.S. Department of Transportation for safe streets and roads for all grant program funding in the estimated amount of \$3,617,460.00 for the implementation of permanent improvements to NE 3rd Avenue from NE 38th Street to NE 44th Street; authorizing the City expenditure of 20% matching funds, if the grant is awarded to the City; and providing for an effective date. (*Funds from Account #399-5050-541-65-30 - CIP Infrastructure*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: U.S. Department of Transportation

- 6. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposal No. #24-11-VP for beach amenity rental services to Oceanside Beach Service, Inc.; authorizing the City Manager or his designee to negotiate and execute an agreement with the sole responsive and responsible proposer, Oceanside Beach Service, Inc. for a two-year term with two additional two-year renewal options with a minimum annual revenue to the City of \$200,000.00; providing for implementation and an effective date. (*Funds from Account #001-0000-323-91-00 - Cabana*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Oceanside Beach Service, Inc.

7. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Cove Brewery, LLC, for the Covechella Event taking place at 1500 SE 3rd Court within the Cove Shopping Plaza on July 20, 2024, from 1:00 pm to 10:00 pm; approving use of the southwest side of the Cove Shopping Plaza and a road closure on the southwest side of the plaza on July 20, 2024, from 5:00 am to 12:00 am for the event; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Cove Brewery, LLC

8. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Christian Skaters, Inc. dba Sea the Reef/Surf Skate Science for World Ocean Day at 200 NE 21st Avenue on the beach just north of the International Fishing Pier on June 1, 2024, from 9:00 am to 2:00 pm; denying a waiver of fees; and providing for an effective date. (*Funds from Account #001-0000-347-21-01 - Program Activity Fees Taxable & 001-0000-344-50-00 - Parking Meter Fees*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Sea the Reef/Surf Skate Science for World Ocean Day

DEPARTMENTAL BUSINESS

9. **ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL**

APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$7,794,885, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for May 21, 2024

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Budget Amendment

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to reflect a reduction in the hourly rate funding and in the annual funding from Broward County; authorizing execution of the Second Amendment; providing for implementation and an effective date. (*Funds from Account #001-0000-344-31-00 - General Fund Deerfield Express*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Broward County Community Shuttle Services

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, repealing Resolution No. 2020/115; adopting guidelines for Community Participation Grant Program funding administered by the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Community Participation Grant Program

- 12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting policy guidelines for donation of funds administered by city departments other than the Department of Community Services to charitable and public purpose non-**

profit organizations serving the Deerfield Beach Community; providing for conflicts, implementation, and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Policy Guidelines

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing and urging Broward County to deny the proposed land use plan amendment to the Broward County Comprehensive Plan, Broward County Municipal Service District Future Land Use Element Map Series, changing the future land use designation of the former Wheelabrator North Resource Recovery Facility from Electrical Generation Facility to an industrial future land use designation; opposing and urging denial of any request for a height increase to the facilities located at the Monarch Hill Site; directing the City Clerk to transmit a certified copy of this resolution to the Broward County Commission and Broward Municipalities; providing for an effective date. (Addendum)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Vice Mayor Todd Drosky

Attachment: Monarch Hill Site

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - May 21, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Lunchtime Workshop

Friday, April 5, 2024

12:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 12:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach and via electronic meeting communication.

Present:

Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness - via Zoom
Commissioner Ben Preston - via Zoom - *Tardy*
Vice Mayor Todd Drosky - via Zoom
Mayor Bill Ganz - via Zoom

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

UPDATES AND PRESENTATIONS

A. Pioneer Grove Concept for Downtown Redevelopment - Office of the City Manager

David Santucci, City Manager, provided a brief overview of the agenda.

Commissioner Preston arrived at 12:04 p.m.

Horace McHugh, Deputy City Manager, highlighted a brief PowerPoint presentation. He explained that the strategic vision for the downtown area is a plan for a Town Center Complex that would include a destination/activity center, i.e. residential, walkable downtown, retail, restaurants, services, etc.; catalyst for expanded redevelopment; central city corridor activation; and rail stop. Thereafter, he provided a brief overview of the downtown redevelopment plans and actions that have been completed thus far and outlined the fiscal year 2024 strategic plan. He stated that the study area, which was displayed on a map, includes City Hall, Fire Station 4, Library, Sheriff's Office, Post Office, and Pioneer Park. Thereafter, he outlined the size/acreage, current use, and history of each facility, and displayed the current conditions of some of the facilities, which have issues with outdated infrastructure, capacity, etc. Mr. McHugh listed other comparable municipalities, i.e. Miramar, Coral Springs, Sunrise, etc., that have used a town center concept. Thereafter, various photographs of other city halls were displayed.

Continuing, Mr. McHugh said the potential concept/opportunity is to develop a Town Center concept, provide catalyst for redevelopment, revitalize downtown, activate Pioneer Grove corridor, repurpose and maximize current assets, include infrastructure with best practices, and implement strategic vision of the Commission. Thereafter, a photograph of the catalyst for redevelopment was displayed. Furthermore, the next steps include assessing municipal space, seeking community input, i.e. Urban Land Institute (ULI) seminar with the Commission on April 17th, developing concepts, etc. Lastly, Mr. McHugh said the potential Pioneer Grove Town Center concept could include city hall, library/post office, walkable downtown, residential, parking garage, retail/restaurant, and parks and open space, which would support the Commission's strategic vision and create a foundation for the City's future.

UPDATES AND PRESENTATIONS - CONTINUED

Mayor Ganz said there is a dramatic need for expansion in the restructuring of city hall, as it is extremely antiquated, but the City is very limited as to what can be done. He explained that other municipalities have had a bigger footprint, whereby, Deerfield Beach is surrounded by private entities, both residential and retail, limiting the ability to create a proper footprint; therefore, restructuring will have to be extremely creative as the lack of space is challenging.

Mr. Santucci agreed, whereby, the ULI will put visionary ideas together, which will help the Commission and staff.

Mayor Ganz provided a brief history of Pioneer Park, whereby, the open space needs to be re-evaluated, as it is not being used properly. Thereafter, he expressed other concerns with Pioneer Park and stated that it may be a starting point to understand how to incorporate Pioneer Park into the redevelopment design to fit the needs of the residents. Mayor Ganz asked what type of economic incentives are in place to entice private participation in the redevelopment area.

Mr. Santucci replied that part of Pioneer Grove is developing what the partnerships look like and what those incentives will have to be in order to bring the partnerships together.

Mayor Ganz asked if tax breaks can be given. And if so, how will it affect the City.

Kris Mory, Director of Economic Development, replied that tax incentives will be outlined in the Central City Redevelopment Plan, which is forthcoming. Further, she said the Pioneer Grove incentives can be found in the Land Development Code through incentive zoning; nevertheless, if the City wants to entertain property by property tax incentives, staff can bring it forward.

Mayor Ganz said it's been discussed for quite some time, but the pros and cons must be explored; nevertheless, he believes it will entice individuals and get them through the door.

Thereafter, Ms. Mory outlined Economic Development budget recommendations.

Mayor Ganz reiterated that the pros and cons for tax incentives must be explored.

In response to Commissioner Hudak's question, Mr. Santucci replied that the Sheriff's Office is city owned property.

Commissioner Hudak said a facility could be built up with parking underneath, as there is plenty of room between city hall and sheriff's office; whereby, a plan must be developed for a population of 120,000.

In response to Commissioner Hudak's comment, Mr. Santucci provided a brief overview of the City of Oakland Park's new city hall design.

Commissioner Hudak spoke in support of Oakland Parks concept. Further, he agreed with the Mayor's stance on tax breaks. Thereafter, he expressed frustration with the City still being at the concept stage of the Master Plan, whereas, this commission understands the antiquatedness of city hall; therefore, this master plan must move forward.

Mr. Santucci understands the frustration but stated that things are moving forward, which he outlined.

In response to Commissioner Preston's question, Mr. Santucci replied that staff is aggressively marketing city properties along Dixie Highway to try and bring in developers who are interested. Additionally, one of the biggest things for the Dixie corridor is going to be the potential future commuter rail station. Thereafter, he briefly commented on conversations staff has had with the land owner, as well as the ULI.

Commissioner Preston said although conversations are good, something must be done to move the needle.

Commissioner Parness suggested knocking down city hall and rebuilding a six to eight story modern facility, as the City is growing. Further, he said in order to get businesses along the Dixie corridor, incentives must

UPDATES AND PRESENTATIONS - CONTINUED

be given.

Mayor Ganz left the meeting at 12:48 p.m.

Vice Mayor Drosky said this process has been going on for way to long, whereby, he suggested that P3 opportunities be sought when he was first elected in 2021. Further, he said the developers are going to drive this train, whereas, they are the ones that will be building, so negotiations or conceptual findings of what developers want needs to happen now. Thereafter, he spoke in support of the Town Center concept, as it can be done and needs to be done. Lastly, Commissioner Drosky said this needs to move forward yesterday.

Commissioner Hudak said the challenge with the Dixie corridor is not with developers but with the property owners; therefore, he asked if any incentives could be given to the property owners.

Mr. Santucci said Ms. Mory will be presenting options to the Commission during the fiscal year 2025 budget discussions.

B. ARPA Project Funding Plan Update - Community Services

David Santucci, City Manager, thanked Jonathan Salas, Director of Community Services, for all his hard work with the American Rescue Plan Act (ARPA) projects. Thereafter, he highlighted a brief PowerPoint presentation, which outlined the ARPA purpose, criteria, and project updates. Mr. Santucci stated that the City is fully encumbered, which is ahead of deadline, and will be fully expended before the deadline.

Commissioner Hudak commended Mr. Salas for all the work he's done.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to adjourn the meeting at 1:00 p.m. Voice Vote:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commission Preston, and Vice Mayor Drosky
Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, April 16, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak
Commissioner Bernie Parness
Commissioner Ben Preston
Vice Mayor Todd Drosky
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - April 2, 2024

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - March 13, 2024

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 16, 2024

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Keneisha Etienne and Laveena Bhuiyan for participating in the City of Deerfield Beach's Academic Scholarship Award.

Mayor Ganz presented certificates to Keneisha Etienne and Laveena Bhuiyan, the recipients of the City of Deerfield Beach Education Advisory Board Academic Scholarship Awards.

2. Certificate of Recognition presented to the City of Deerfield Beach 2023-2024 Teacher of the Year and School Related Employee of the Year.

Mayor Ganz presented various certificates to the Deerfield Beach Teachers of the Year and School Related Employees of the Year.

3. Proclamation declaring April 21 - 27, 2024 as National Volunteer Week.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of National Volunteer Week.

4. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.

Captain Hofstein recognized various deputies for their ongoing efforts with keeping the community safe.

Commissioner Preston said we all must acknowledge the greatness of what these individuals do, as they are risking their lives on an everyday basis. Thereafter, he applauded them for a job well done.

5. Presentation regarding the greenhouse gas inventory and sustainability roadmap.

Hillary Silverstone, Sustainability Coordinator, provided a brief overview of the greenhouse gas inventory and sustainability roadmap. Thereafter, she outlined the City's Sustainability Program, which includes waste reduction through the compost pilot program; energy efficiency through building automation, lighting retrofits, etc.; emissions reduction through complete streets projects, Freebee rideshare service, etc.; and natural resource preservation through the DFBee apiary and beach and dune management plans.

Dr. Samantha Danchuk, Climate and Coastal Resilience Lead, provided a brief overview of the greenhouse gas inventory. In 2022, there were about 22,000 tons of carbon dioxide omitted from the City, whereby, over half of the emissions come from managing waste and transporting waste, 1/3 comes from the buildings and electricity usage, and 13% comes from vehicle use. Since 2017, the total emissions decreased by 4%, whereby, emissions from electricity use decreased by 16%, emissions from fleet decreased by 2%, and emissions from solid waste increased by 13% due to tonnage increases. Dr. Danchuk explained that the emission information is important because it outlines the City's strengths and where improvements can be made. Further, she said the Sustainability Roadmap aligns with existing policies, as well as the Southeast Florida Regional Climate Change Compact and County Action Plans, and is customized for Deerfield Beach's opportunities and needs. She stated that the roadmap includes 15 strategies that cover the categories of engaging the community, reducing or using alternative fuels, electric efficiency, and waste reduction. Dr. Danchuk explained that the roadmap was presented to the director's and various staff, who helped identify specific actions and projects that should be included.

Ms. Silverstone outlined the next steps, which includes a public input session on April 30th.

AWARDS & RECOGNITION - CONTINUED

In response to Commissioner Preston's questions, Ms. Silverstone provided a brief overview of some of the efficiency upgrades that were done at the Water Plant. Further, she said these changes will protect the environment for years to come.

In response to Commissioner Hudak's question, Dr. Danchuk replied that the 22,000 tons is per year.

In response to Vice Mayor Drosky's question, Ms. Silverstone replied that the Siemen's savings are encompassed in the Sustainability Program. Further, she said the roadmap is not about making huge monumental investments every year, but looking at what's available at low to no cost, i.e. grants, county and regional alignment, etc.

PUBLIC HEARINGS - SECOND READING

- 6. P.H. 2024-057: ORDINANCE 2024/007 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66, "TRAFFIC AND VEHICLES," SECTION 66-88 "PARKING RESTRICTIONS FOR COVE PARKING LOT; PENALTY" OF THE CITY CODE OF ORDINANCES TO EXPAND THE EXISTING TWO-HOUR CONTINUOUS PARKING RESTRICTION FOR THE COVE SHOPPING CENTER PARKING LOT TO INCLUDE SUNDAYS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, provided a brief overview of the item, which was discussed during the first reading.

In response to Mayor Ganz's question, Mr. Santucci replied that the only change is expanding the existing two-hour continuous parking to Sundays.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, outlined the 1999 guiding principals of the Community Redevelopment Agency. Thereafter, he commented on conversations he had with some of the Cove business owners. Lastly, he suggested providing the merchants with plastic numbered parking identifiers, one for employees and one for patrons, and metering the entire parking lot.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of the Ordinance and suggested numbering the entire parking lot and require all to pay by plate.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the two-hour parking is only on the parameter of the parking lot. Further, she spoke in support of the Ordinance, but stated that it will not alleviate the parking issues, as more needs to be done. Thereafter, she said adjustments will have to be made as there are times when two hours is just not enough time.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, said allowing an unlimited time frame for the center parking spots is the issue. Thereafter, she spoke in support of the Ordinance.

Mayor Ganz closed the public hearing.

Vice Mayor Drosky agreed that more must be done, but unfortunately nothing can be done to the interior spaces for another year. Although he had originally suggested modifying the hours, it was not something that the businesses wanted; nevertheless, he spoke in support of the Ordinance.

Mayor Ganz spoke in support of the Ordinance. Thereafter, he agreed that more must be done, but this commission is limited due to the agreement that ends in a few years. Lastly, he commented on the parking lot being the only unmetered parking lot, east of Federal Highway.

PUBLIC HEARINGS - SECOND READING - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 6, adopted Ordinance 2024/007. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

PUBLIC COMMENT

Maureen Kenny, 615 SE 7th Avenue, Deerfield Beach, recognized Sandy Coyman.

Sandy Coyman, 602 SE 8th Avenue, Deerfield Beach, commented on the SE 8th Avenue Drainage Improvement Project. Thereafter, he spoke in opposition to removing the trees as they enhance the quality of life and requested that the City preserve the trees located in the swales.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, suggested the use of drones to music in lieu of the Fourth of July fireworks. Thereafter, he commented on a notice of violation he received and asked that staff contact him for further clarification.

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, thanked the Commission for funding the scholarship awards.

William DeCarlo, 1460 SW 11th Way, Deerfield Beach, asked for the City's help with the building that houses the Deerfield Beach Café.

Toula Amanna, 5030 SW 109th Avenue, Davie, commented on the process for the pier restaurant lease.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, asked what will happen to the property adjacent from Our Lady of Mercy Catholic Church.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commended Commissioner Hudak for inducting Amie Kay Tanner into the Women's History Hall of Fame. Thereafter, he commented on the city's legal services, the use of piggyback contracts, and the beach lot purchase.

Felipe Koscky, 1444 SW 47th Avenue, Deerfield Beach, said he has been bombarded with information regarding the Asphalt Plant. He stated that he's been in the City for quite sometime and there has always been an asphalt plant in that location and there have never been issues with the plant. Thereafter, he said the plant is an asset to the City, as asphalt is needed.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked that a list of registered Airbnb's be placed on the city's website. Further, she asked that street renaming include an individual's commitment and dedication to the City. Ms. Freitag said the ULI density workshop should have been properly noticed; thereafter, she asked who is overseeing the workshop. Lastly, she thanked the City for the Women's History event.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the ULI Workshop will be available via Zoom. Further, she said there was a parcel shown at the District 2 meeting, and asked who owns the land to the west of it.

Mayor Ganz, as well as Commissioner Preston, the City Manager, and City Attorney addressed comments/questions/concerns posed by the public. Thereafter, he reopened the public comment portion of the meeting.

Jason Miller, 700 SE 6th Avenue, Deerfield Beach, recommended two lanes in and one lane out on Hillsboro Boulevard, with a dedicated bike lane. Further, he suggested extending the hours of parking along Ocean Way to after the businesses close. Lastly, he said there are only six electric charging spaces available and asked that individuals be allowed to back in.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing on Items 7 - 14.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 10. He asked what GT Supplies is charging the City to perform container deliveries, removals, exchanges, and container repairs.

Mayor Ganz closed the public hearing.

Chad Grecsek, Director of Sustainable Management, provided a brief overview of the services GT Supplies provides, which is \$7,000.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Items 7 - 14 in concert. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz
Nays: 0

7. **Resolution 2024/049 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment to Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to reallocate \$35,844.00 in existing funding; authorizing execution of the Amendment; providing for implementation and an effective date.**
8. **Resolution 2024/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of the annual subscriptions for the Comprehensive Geographic Information System Software and Extensions from Environmental Systems Research Institute, Inc. pursuant to Master Agreement No. 310196; authorizing execution of the small enterprise agreement for the annual subscriptions for a three-year period in the total amount of \$170,100.00; providing for implementation and an effective date. (*Funds from Account #001-1400-513-30-04 - Software Maintenance*)**
9. **Resolution 2024/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #24-09-BA for the supply of plant materials on an as-needed basis to Gardening Angel Nursery, Inc.; authorizing execution of a contract with Gardening Angel Nursery, Inc., the sole responsive and responsible bidder, for a one-year term with four additional one-year optional renewal terms, in an annual amount not to exceed \$299,305.00; and providing an effective date. (*Funds from Account #001-7020-539-35-10 - Agriculture and Horticulture Supplies*)**
10. **Resolution 2024/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Nextran Corporation for the purchase of a container delivery truck in the amount of \$145,868.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0; providing for execution and an effective date. (*Funds from Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment*)**
11. **Resolution 2024/053 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Contract with Cummins, Inc. d/b/a Cummins Sales and Service for generator maintenance and repair services to include the maintenance of portable generators for an annual increased amount not to exceed \$100,831.98 for year one of the portable generator services, and renew the Contract for the second renewal period commencing on May 1, 2024 through April 30, 2025; providing for implementation and an effective date. (*Fund from Account #401-5030-536-32-99- Other Contractual Services*)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2024/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the Cybersecurity Assessment and Water Treatment Plant SCADA Standards Project in an amount not to exceed \$185,311.00; providing for execution and an effective date. (*Funds from Account #401-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP Infrastructure*)
13. Resolution 2024/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the construction agreement with Intercounty Engineering, Inc. for the West Water Treatment Plant Chlorine Conversion Project to extend the substantial completion date for the project to December 31, 2024, and the final completion date to January 31, 2025; providing for implementation and an effective date.
14. Resolution 2024/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional engineering services related to the West Water Treatment Plant Reverse Osmosis Pilot Testing and Refurbishment Project in an amount not to exceed \$79,740.00; providing for execution and an effective date. (*Fund from Account #413-5020-533-65-30 - CIP Infrastructure*)

ADDENDUM

15. Resolution 2024/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the first one-year renewal term of the contract with Zambelli Fireworks Manufacturing Company for fireworks display for city events; providing for a price adjustment and additional cost for the use of a barge for the event in accordance with the Contract terms; authorizing execution of the Contract renewal; providing for implementation and an effective date. (*Funds from Account #190-1500-579-35-74 - CRA/Special Events & Account #001-7015-579-35-74 - Parks and Recreation/Special Events*)

The Resolution was read by title only.

David Santucci, City Manager, said the renewal comes with a cost increase, due to the increase in fireworks. Further, the pier will be under renovations during the Fourth of July celebration, so a barge must be secured now, which is another increase; nevertheless, staff believes the costs are justified but recommends going out to bid after this event.

In response to Commissioner Parness' question, Mr. Santucci replied that the City does not have the real estate on the beach or pier to launch drones, so a barge would be needed. Furthermore, the drone show is also more costly than a firework display.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if the same vendor from last year is being used. Thereafter, he commented on the disappointment of last year's display and asked if a price break was ever given.

Jason Miller, 700 SE 6th Avenue, Deerfield Beach, disagreed with the use of fireworks and spoke in support of the use of drones, as they are more environmentally friendly.

Vice Mayor Drosky temporarily left the meeting at 8:38 p.m. and returned at 8:39 p.m.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, believes it is the same vendor as last year, and stated that they were supposed to provide a discount on another event.

Mayor Ganz closed the public hearing.

ADDENDUM - CONTINUED

Mr. Santucci said it's a contract renewal, so it's the same vendor as last year. Further, he said there were issues with last year's Fourth of July event, which was rectified during Pioneer Days.

Mayor Ganz asked that staff explore the usage of drones.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 15 adopted Resolution 2024/057. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY - NONE****CITY MANAGER**

Apologies - David Santucci, City Manager, apologized to Commissioner Preston, as he feels he took his frustration out on him during public comment.

Johnin McKeithen Park - Mr. Santucci commended staff for cleaning up the park. Further, he said the wood fence will be removed and repurposed at other parks.

Broward County School Board - Mr. Santucci stated that Dr. Licata has announced her retirement, and Dr. Howard Hepburn has been appointed.

ULI Workshop - Mr. Santucci said the workshop will take place on Wednesday, April 17th. He is unsure if zoom will be an available option. Further, he said the property Ms. Clarke-Reed is referring to is owned by Natura.

Commissioner Hudak temporarily left the meeting at 8:46 p.m. and returned at 8:47 p.m.

CITY COMMISSION BUSINESS**16. Discussion regarding establishing an expense allowance for the Mayor and City Commissioners.**

Commissioner Parness provided a brief overview of his tenure. Thereafter, he listed various municipalities who offer expense accounts to their elected officials and suggested that \$200/month be provided to the Elected Officials to cover expenses, i.e. gas, etc. Commissioner Parness provided a brief overview of the duties he undertakes as an elected official, i.e. drives around his district to ensure there is no illegal dumping. Further, he ensures that he is available seven days a week, and never turns his city cell phone off. Thereafter, he outlined the expense allowance for various municipalities. He said increases were given to city staff in order to stay competitive with other cities, but neglected the Elected Officials.

Commissioner Preston said this job is considered part-time, but this commission treats it like a full-time job. Further, he has not considered what other cities are doing, and is unsure if it would be appropriate in Deerfield Beach; nevertheless, he will continue to do what he has to in order to represent his constituents. Commissioner Preston does not think the answer should be based on other cities, but based on the effectiveness it would have on this commission serving the residents of Deerfield Beach. Lastly, he feels that it would be the right thing to do, but is not going to make it a big deal.

Commissioner Hudak said this commission is not doing this for financial gain, but to serve the community; nevertheless, regardless of the outcome of this item, he will not stop doing what he's doing. Further, he said the City does pay for the events that this commission attends, so he is unsure if an expense account will offset what is already offered. Commissioner Hudak said this commission must look into the future to ensure that we are attracting individuals who want to serve the community; therefore, he believes it should be

CITY COMMISSION BUSINESS - CONTINUED

considered.

Vice Mayor Drosky said whatever is established must be carefully crafted to ensure that it is not perceived as the Commission receiving an extra benefit. Further, he agreed that this position is not a part-time job, and stated that he uses his own money all the time; therefore, if something is established it must be directly tied to our official duties. He spoke in opposition to a generic amount, and said traveling within city boundaries should not be reimbursable, but outside should be, and currently is through mileage reimbursement. Vice Mayor Drosky said the travel policy needs to be reviewed as it is outdated. Thereafter, he commented on the per-diem rates for meals. Lastly, he said if you can tie the expense to the activity in an ordinance, he may considerate it and reiterated that the travel policy needs to be reviewed.

Mayor Ganz agreed that the travel policy is extremely restrictive and needs to be updated. Thereafter, he commented on boards/committees he's sat on, which are volunteer positions; therefore, he does not expect to be reimbursed as it is a privilege to serve. Mayor Ganz spoke in opposition to an expense account as it is not warranted but reiterated that the travel policy must be updated.

Discussion ensued regarding expense allowances for the City Commission.

David Santucci, City Manager, stated that travel related expenses are budgeted through the City Commissions budget. Further, he said the Commission is eligible for local mileage reimbursement, which would have to be tracked by each of you. Thereafter, he outlined allowances provided by other cities, i.e. cell phone, auto, etc. Mr. Santucci said if an expense account was provided, things that are already provided would have to be taken into consideration. Lastly, he said the travel policy is currently being re-evaluated.

After a brief discussion, the Mayor directed Commissioner Parness to work with the City Manager and City Attorney on an ordinance to bring forward.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

SE 8th Avenue Drainage Improvement Project - Commissioner Hudak said a community meeting will be held on April 23rd at 7:00 p.m. in the Commission Chambers. Thereafter, he provided a brief overview of the project and stated that he is working with the City Manager to see what types of trees can be planted. Commissioner Hudak said storms are becoming more severe and occurring more often, so it's imperative that the City stays proactive to ensure homes are being saved.

COMMISSIONER PRESTON**DISTRICT 2**

Leola Blatche-Brooks - Commissioner Preston said Ms. Blatche-Brooks, longtime resident, has passed. Thereafter, he provided a brief overview of her background.

Braithwaite Center for Active Aging - Commissioner Preston said the ribbon cutting will take place on May 11th at 9:00 a.m. and urged all to attend. Thereafter, he asked how the information is getting disseminated to the public.

David Santucci, City Manager, provided a brief overview of how the information will be disseminated.

COMMISSIONER PARNES**DISTRICT 3**

Voting - Commissioner Parness said voting checks will be conducted at Century Village; dates are forthcoming.

VICE MAYOR DROSKY**DISTRICT 4**

SE 8th Avenue Drainage Improvement Project - Vice Mayor Drosky requested that the petition provided by Sandy Coyman be provided to him.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Leola Blatche-Brooks - Vice Mayor Drosky requested the funeral arrangements.

Sip & Stroll - Vice Mayor Drosky said the event will take place on Saturday, April 20th at 6:00 p.m. at Constitution Park.

MAYOR GANZ

Accolades - Mayor Ganz thanked BSO - Law Enforcement, code compliance, city staff and Commissioner Preston for advising the Commission of the illegal dumping that was occurring, whereby, an arrest was made. Further, he thanked Captain Hofstein for his efforts, but requested more enforcement on speeding.

Sip & Stroll - Mayor Ganz said he will unfortunately have to miss the event.

Leola Blatche-Brooks – Mayor Ganz said her passing is a huge loss to the City.

Increased Rates - Mayor Ganz said the County is threatening to raise their rates due to the new laws regarding PFA's. Thereafter, he commended staff for being proactive.

Pollinator Garden Planting - Mayor Ganz thanked Patrick Bardes, Coastal and Waterway Coordinator, Hillary Silverstone, Sustainability Coordinator, as well as the residents for their efforts.

Braithwaite Center for Active Aging - Mayor Ganz said the grand opening is a tremendous accomplishment, not just for District 2 or the City of Deerfield Beach, but for the surrounding area.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 9:37 p.m. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings at the

Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Minutes of the meeting held on February 26, 2024

Trustees Present:

Robert Weech, Chairman
Brian Baker, Trustee
Jonathan Campbell, Trustee
Stephen Hill, Secretary
Sharon Haynes, Trustee

Trustees Not Present:

Also in Attendance:

Burgess Chambers, Burgess Chambers & Associates
Chad Little, Freiman Little
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Lorium Law, Fund Counsel
Patrick Miller, JP Morgan
Joseph B. Marks, Capital Dynamics
Alex Hahn, Capital Dynamics

The Chairman called the meeting to order at 8:40 a.m.

TRUSTEE COMMENTS

None.

INVESTMENT

JP Morgan – Patrick Miller

Mr. Miller gave the Board an overview of the company and discussed in detail JP Morgan's Private Markets Fund. He discussed JP Morgan's Private Equity Group (PEG); Private Equity's role in a portfolio; Adding private equity offers potential return and volatility benefits; Increase equity diversification by tapping into a larger opportunity set; Implementation; and Why JP Morgan.

Capital Dynamics – Joseph B. Marks & Alex Hahn

Mr. Marks and Mr. Hahn gave the Board an overview of Capital Dynamics and discussed Global Secondaries VI Investments. They discussed in detail the Benefits of Secondary Investments; Secondaries Offers Lower Volatility; Downside Protection of Secondaries; Tailwinds in the Secondaries Market; they answered Trustee questions accordingly.

The Board discussed with Mr. Chambers his recommendation should the Board wish to move forward investing with these two Managers.

Mr. Chambers recommended amending the investment policy with respect to the equity allocation in order to move forward investing with both JP Morgan and Capital Dynamics.

A motion made and seconded to accept the Investment Consultant's suggested changes to the investment policy as stated above, motion passed unanimously.

A motion made and seconded to authorize the Chair to execute the revised Investment Policy, motion passed unanimously.

A motion made and seconded to approve investing with Capital Dynamics at the recommendation of the Investment Consultant and contingent upon Council's review of agreement for \$5,000,000.00, motion passed unanimously.

A motion made and seconded to approve investing with JP Morgan at the recommendation of the Investment Consultant and contingent upon Council's review of agreement for \$2,500,000.00, motion passed unanimously.

Burgess Chambers & Associates

Mr. Chambers discussed the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending September 30, 2023.

At this time, Mr. Chambers discussed in detail the portfolio results through December 31, 2023.

Mr. Falcon asked about the feasibility of having a standing order with the custodian for purposes of rebalancing as required for benefit payments. Mr. Chambers agreed to create a letter as authorized by the Board.

A motion made and seconded to approve the drafting of a letter for a standing order for rebalancing in order to fund member benefit payments, motion passed unanimously.

This concluded the Investment report.

MINUTES

The Chairman asked if anyone had any questions regarding the amended meeting minutes held on September 11, 2023 and the minutes of the November 6, 2023, there being no questions

A motion made and seconded to approve the meeting minutes as stated above, motion passed unanimously.

ACTUARY

Mr. Little advised the Board that he now has the information he needs to move forward issuing the Share Allocations to the members. He reported that the amount this year is \$2,785.00 and he would require a motion from the Board to move forward.

A motion made seconded to authorize the Actuary to distribute the Share allocations as stated above motion passed unanimously.

The Board discussed distribution of the DROP and Member statement frequency. Mr. Little discussed the logistics of the timing of statements and information required to distribute them. The Board asked Mr. Little going forward to ensure that the monthly statements be distributed within two weeks of receiving the preliminary investment returns from the consultant and they would be trued up when the permanent return is available quarterly.

Mr. Little pointed out to the Board that the move to the new custodian requires a Delegation of Authority from the Board. Mr. Falcon provided the Delegation of Authority form to the Board for execution and the Board advised Mr. Little that they would execute it accordingly.

Mr. Little asked the Board the status of delegation of certain duties to the Administrator in terms of Member Benefits. The Chair advised Mr. Little that the process of assigning duties to both the Actuary and Administrator are still in process and asked that Mr. Little, Mr. Falcon and Ms. Levy work together on the details before drafting a new contract.

The Chair reminded Mr. Little that they are waiting on the impact statement extending the time in the DROP, lowering the assumed rate of return, information on 415 rules and the actuarial valuation.

Mr. Little advised the Board he would present those items at the next pension meeting.

This concluded the actuary report.

ATTORNEY'S REPORT

Ms. Levy informed the Board the new rules to file Form 1 which are no longer going to be filed through the Supervisor of Elections but rather the Trustees will have to file on line. The Trustees will receive an email with all the instructions on how to file accordingly.

Ms. Levy discussed with the Board the status of several legislature updates which have not yet been approved. She will keep the Board informed as they move forward and how they would affect the plan.

The next item Ms. Levy discussed was the re-appointment of the 5th member Trustee Weech, she advised the Board that this appointment is done by the Board. The Chair expressed his desire to continue serving for the Board.

A motion made and seconded to re-appoint Trustee Weech as a 5th member motion passed unanimously.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked if there were any questions regarding the City of Deerfield Beach Municipal Firefighters Pension Fund Disbursements Ratification for the period 11/1/2023-2/21/2023 in the amount of \$205,407.70 there being no questions,

A motion made and seconded to ratify the disbursements as stated above motion passed unanimously.

Mr. Falcon advised the Board that the Plan's security litigation service providers require "read only" access to the custodian, Fiduciary Trust is requesting a letter signed by the Chair authorizing access to the information.

A motion made and seconded to authorize Fiduciary Trust to allow "read only" access to the security monitoring service providers, motion passed unanimously.

This concluded the Administrator's report.

OLD BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

The Trustees welcomed two members of the public to the meeting, and invited them to ask questions and make comments. Mr. Joe Hines questioned recent variations in benefit payments, and the plan actuary responded that it was due to payments from the DROP program. He also asked about expected life expectancy. Mr. Dan Herz questioned several items including allocation of investment assets, plan expenses, and whether a list of disbursements could be made available to members of the public. The Trustees responded to his questions, and stated that the disbursements were available as a public record.

ADJOURN

The Board scheduled the next regular pension meeting for **April 11, 2024, at 2pm.**

There being no further business to discuss,

A motion made by Trustee Haynes seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 12:45 p.m.

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, March 6, 2024
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 7:01 pm.

Members Present: Chair Michael Lubin, District 1
 Dottie Plaut, Mayor
 Karen Shelly, District 3
 Angeline Isen, District 2

Also Present: Jonathan Salas, City of Deerfield Beach
 Vennillia Wyatt, City of Deerfield Beach

Approval of Minutes

MOTION was made by Ms. Shelly and seconded by Ms. Plaut to approve the February 7, 2024, meeting minutes. The MOTION was carried unanimously.

Presentation

Chair Lubin introduced Alexa Simeone, Executive Director of Lele Art Lab and National Geographic Certified Educator.

Ms. Simeone explained what Lele Art Lab does for the community and presented a PowerPoint presentation, see attached.

- Lele Art Lab is an environmental outdoor program for K-12
- They have a mobile push powered art lab
- Lele Art Lab in interactive and hands on learning

Ms. Simeone did an interactive ornament demonstration with shells and clay. EAB members, staff and the public participated.

Chair Lubin opened the floor for board discussion and questions.

Ms. Isen asked why is it important for Ms. Simeone to use sustainable materials.

Ms. Simeone replied that sustainable materials are much more acceptable than store-bought art supplies that can be expensive and not easily accessible for some students.

She wanted to make art projects fun and accessible for all and the best way is by sustainable design and materials.

Chair Lubin opened up the floor for public comment.

Joel Smith, a city resident asked Ms. Simeone if they could discuss a date and time for them to meet.

Board Discussion

A. Deerfield Beach School Grades

Mr. Salas asked the board if they have any ideas about how to assist our schools with bringing up the school grades.

Chair Lubin stated that Deerfield Beach Middle School has been making progress.

- He plans on calling the North Area Superintendent and asking for an English class to be held in the north area of the county or Deerfield Beach Middle or Deerfield Beach High School or both.
- Discuss with Nora Rupert and see what can be done.

Chair Lubin opened the floor for board discussion and public comments.

No comments or discussions from the board or public.

Chair Lubin closed the floor.

B. Back-to-School Block Party

Mr. Salas advised the board due to the early start to schools this year he is suggesting the Back-to-School Block Party will be on Saturday, July 27, 2024. Mr. Salas will confirm the date and send an email to the board once he gets approval.

Chair Lubin opened the floor for board discussion and questions.

Chair Lubin suggested the board piggy-back off Joel Smith, Deerfield Beach Community Cares Town Hall with Nora Rupert that took place on January 24, 2024 at Deerfield Beach High School Auditorium. He suggests that Nora Rupert attend and bring other Broward County School Board department representatives to provide a platform that can be informative for parents, discuss the importance of parent involvement and allow for questions and answers.

Ms. Shelly stated that it's a festive and fun event and doesn't think the Back-to-School Block Party is right place to have a Town Hall.

Chair Lubin opened up the floor for public comment.

Jan Muenzenmaier, a city resident, stated that she liked the idea but the Back-to-School Block Party isn't the right event to have such event.

Joel Smith, a city resident, suggested we can plan another Town Hall meeting for another date and time. He would like to help and make it a bigger event by reaching to vendors to participate.

Raihanna Ali, a city resident, stated that the event is fun but its loud and the atmosphere needs to be conducive for parents to be able to hear what needs to be said.

Mr. Salas suggested that Ms. Shelly ask Vice-Mayor Parness to see if she can add an item to his agenda.

Chair Lubin opened up the floor for public comment.

Joel Smith, a city resident, stated at a Principal Meeting he attended; that all Principals asked for volunteers to come read to students.

Jan Muenzenmaier, a city resident, stated that reading with the students is paramount for them.

C. High School Scholarship Application Scoring

Mr. Salas stated that we had a total of eight (8) applicants. He in putted the scores into the scoring matrix and the first-place winner is Keneisha Etienne and second place winner is Laveena Bhuiyan both winners are Deerfield Beach High School students.

Chair Lubin stated he will be reaching out to the school principals and advising his displeasure in getting such a small number of applicants.

D. High School Scholarship Presentation

Mr. Salas advised the City would like to present the High School Scholarship winners their certificates and checks at the City Commission Meeting on Tuesday, April 16.

E. Teacher/Non-Instructional Staff of the Year Recognition

Mr. Salas advised the City would like to present the Teachers and Non-Instructional Employees of the Year at the City Commission Meeting on Tuesday, April 16.

Chair Lubin opened the floor for public comment.

Joel Smith, a city resident, asked if we know how many teachers and non-instructional employees we have.

Ms. Wyatt advised we have a total of 20 teachers and non-instructional employees.

F. District 4 Vacancy

Mr. Salas advised the board that Commissioner Drosky will be putting the request in his newsletter. Mr. Salas is waiting on confirmation if the person has to live in District 4 or could just live anywhere in Deerfield Beach and be appointed by District 4 Commissioner. He will advise once he gets clarification.

G. Summer EAB Meeting Schedule

Mr. Salas asked the board if they would like to take off the summer months.

Chair Lubin advised the board that the Back-to-School Block Party will be in July and the information can be disseminated via email. He advised that he would like to take off in the summer due to his family going away.

Ms. Plaut stated that she would like to take the summer off as well so she can travel with her family.

MOTION was made by Ms. Plaut and seconded by Ms. Isen for EAB to not meet in June, July and August. They will resume meeting in September. The MOTION was carried unanimously.

Staff Updates

Mr. Salas provided the below updates.

- Purchase Assistance and Home Rehabilitation Programs are now open and we are accepting applications.
- EHEAP funding is available.
- Community Services Department has moved into their new facility and he encourages everyone to stop by and check it out.

Mr. Salas asked the board if they would like the Chair to sign a letter of support for the fencing along Dixie Highway.

MOTION was made by Chair Lubin and seconded by Ms. Plaut to sign a letter of support for the fencing along Dixie Highway. The MOTION was carried unanimously.

Board Updates

Deerfield Park Elementary - VACANT due to not having an EAB District 4 member

Park Ridge Elementary - Ms. Isen is working on getting a cake to celebrate staff

Quiet Waters Elementary - Ms. Plaut – no updates at this time

Deerfield Beach Elementary - VACANT due to not having an EAB District 4 member

Deerfield Beach Middle - Chair Lubin attending the SAC meeting and they are making learning gains and trying to increase their school grade to a B. They have before school and after school tutoring in Math. They have a semi-final boys flag football game today Wednesday, March 6 and if they win they go to the finals with the county. Chair Lubin attended the county-wide EAB Chair members forum.

Deerfield Beach High School – Ms. Shelly didn't have any updates.

Tedder Elementary - Ms. Wyatt attended the SAC meeting on February 28, 2024, Special Reader for March 4 was cancelled due to power outage.

Comments from the Public

Chair Lubin opened the floor for public comment.

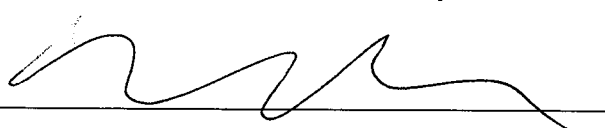
Joel Smith, a city resident, advised that Tedder Elementary School Debate Team won two (2) ribbons for the first time. Mr. Smith stated that we have Title I schools and they have money that they can utilize for incentives and school needs but need proposals from SAC members.

Jan Muenzenmaier, a city resident, stated that she was able to participate as a Special Reader at Tedder Elementary since she was already at the school and the power was back on. Kiwanis of Deerfield Beach is having Family Fun Day at Sullivan Park on Saturday, March 9th 11am – 3pm. Kiwanis of Deerfield Beach Semi-Annual Car Show will be on Sunday, April 21st in the BrandsMart Parking Lot.

Adjournment

MOTION was made by Karen Shelly and seconded by Dottie Plaut to adjourn the meeting at 8:21 pm. The motion was CARRIED unanimously.

Minutes approved _____



Date 04-10-2024

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, March 11, 2024
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Zak Bedell, Olsen Associates, Inc. (Via Zoom)

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the February 12, 2024 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Campbell.

Chair Bryan	Yes
Vice Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Vice Chair Gore for approval of all outstanding bills in the amount of \$44,606.36. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

Commissioner Campbell Yes

The Motion to approve the outstanding bills in the amount of \$44,606.36 was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Turner and seconded by Commissioner Loesel to approve current month's expenses of approximately \$50,000.00.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (7-0)

INLET STATUS REPORT: Captain Draughon presented the Inlet depth chart, which depicted seven (7') feet controlling depth seaward and six (6') feet controlling depth shoreward. There was 41 hours of dredging time, resulting in about 18,450 yd³ of sand bypassed to Pompano Beach.

Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. Issue with Cutter head not functioning for a few weeks due to a wire harness which sustained damage during dry dock; ordered a new amplifier is now working;
2. Replaced monitor for the C27 main drive engine for the pump; and
3. Repaired the flapper valve again.

Chair Bryan inquired about the pilings. Captain Draughon advised the Board that the District needs pilings. Chair Bryan asked Captain Draughon to get some estimates. Captain Draughon stated he received an estimate from Sea-Tech Construction. The estimate is \$32,000.00. Chair Bryan asked Captain Draughon to get three more estimates. Captain Draughon stated the last company that did the pilings did a terrible job. The Board inquired when it was done and the name of the company. Attorney Tolces advised that the pilings were done in 2021 and the company was Lovelle Marine Construction Co.

PUBLIC COMMENTS: None.

NEW BUSINESS

OLD BUSINESS

UPDATE AS TO SAND BYPASS AND MAINTENANCE DREDGING PERMIT

APPLICATION: Zak Bedell of Olsen Associates, Inc. advised the Board that they are continuing to work on the activities associated with the Maintenance Dredging Permit Application. Florida Department of Environmental Protection ("FDEP") has requested a little bit more information. They are waiting on a response from their biological sub-consultant who is working with Captain Draughon to get additional information they need regarding the dredge and no turbidity produced by it. Engineer work has been completed for the RAI waiting and their response to include. Once they get that information, they will forward it to FDEP.

Mr. Bedell advised that he completed the draft of the 2023 annual Sand Bypassing Report and will be forwarding it to Chris Creed for his review and once he has reviewed the Report he will forward it to attorney Tolces and the Commission for their review and comments to include if any and then will send it to the FDEP.

Commissioner Chappell asked Mr. Bedell what the reason for the turbidity request was. Mr. Bedell stated that the goal of this permit was to try and keep the requirements once the permit is signed as similar to the existing permit which the District operates under. To Mr. Bedell's understanding that there were no requirements for turbidity monitoring in the current permit. It is his understanding that since the 2008 permit was established there are advances the FDEP may be more strict on the monitoring requirements for projects like this so the biologist is trying to establish that there is not going to be a need for turbidity since Captain Draughon as told them that a very minimal amount of turbidity if any is produced during the dredging operation.

Attorney Tolces inquired when the annual Sand Bypass Report is due. Mr. Bedell stated it is due April 22, 2024. The Report will be brought to the April 15, 2024 meeting.

HEALTH INSURANCE DISCUSSION: Commissioner Chappell inquired about the status of health insurance for the Commissioners and employees. He inquired whether or not individual Commissioners that qualify under Medicare why they will not be able to get a supplement as opposed to a full plan. District Accountant Andrews discussed getting a supplement if they qualify for Medicare. Chair Bryan stated the District needs to reach out to Michael Schlossberg to see as to the different Medicare supplement costs. District Accountant Andrews advised that the District's current plan was grandfathered in.

Commissioner Chappell stated the best avenue would be to research alternatives and also research alternative ways of getting a plan. District Accountant Andrews stated when the District went back to the Florida League of Cities is they would allow for the District to join on October 1. The pricing would grade each employee based on age. That period opens June 1 to price the data. The District would need to cover two months of coverage to change

He also stated it would be in the best interest of the District to find a new health insurance agent through an RFP for fiscal year 2024-25 and obtain three bids from other vendors to provide the District with answers or other avenues to take.

GENERAL COUNSEL COMMENTS: District Attorney Tolces advised the Board that he forwarded a copy of U.S. Army Corp. of Engineer permit application that was submitted by Hillsboro Point for the dock. They are currently pursuing their permit from the DEP and the District responded to that last July as well as a couple of months ago with some property ownership information. The DEP is working on that and they submitted a request for additional information which has not been responded to as far as Attorney Tolces knows as of today. In conjunction with that, the owner is also pursuing their Army Corp. of Engineer permit. Similarly, the District has sixty days from March 6 to provide a response. The District will be preparing a response which will be very similar to what the District did with the DEP. Attorney Tolces advised that he provided a copy of the permit application to the local attorney who represents the property owner just to the west of the subject property. They are going to prepare a response as well. They are supportive of the District's efforts.

In conjunction with that, the District has been working towards generating a survey of the location of the discharge pipe so the District can approach the entity that it believes owns the property where our pipe is currently located. It is the District's position that the Hillsboro Point property owner does not own the property where he wants to construct the dock and that he is not entitled to use it because it did not accrete onto his property. We are in the process of preparing that easement as well as a survey. I have provided a proposal from Biscayne Engineering in the amount of \$7,100.00. They are not just going to do the survey of the location of the pipe. They are also going identify the location where we want the pipe to be able to be located to be moved but they are also going to plot the land that was platted many years ago which is the basis for the ownership plan that we believe that this corporate entity has.

A Motion to approve the Biscayne Engineering proposal in the amount of \$7,100.00 was made by Commissioner Loesel and seconded by Commissioner Campbell.

Chair Bryan	Yes
Vice Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	No
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Biscayne Engineering proposal in the amount of \$7,100.00 was approved (6-1).

Attorney Tolces stated at the last meeting the Board was discussing the website. He spoke to our website consultant, Christopher Duncan. Mr. Duncan stated that Go Daddy no longer provide analytics. Attorney Tolces will work on getting that set up and will be able to provide the analytics.

Attorney Tolces advised the Board that the Florida Legislature did pass a legislation relating to special districts. One of the provisions in the legislation is that the special district such as the District will have to file an Annual Report in addition to everything the District is already doing. The District will have to set its own goals and objectives. The District will wait to see if the Governor signs it.

COMMISSIONER COMMENTS: Commissioner O'Neill asked if the District could keep a separate accounting on all of the dock litigation that the District is going through. Attorney Tolces stated that a new file can be created for matters related to the Hillsboro Point dock and time can be billed that file separately.

Commissioner Campbell stated he wanted to provide information from the Florida Shore and Beach Preservation Tech Conference. He stated that a lot of things are happening at the state level that are beneficial to the District. They had a whole section on inlets. The current trend is that the State has revitalized all of the older Inlet Management Plans. The State is now coupling modeling studies with sediment transport budgets to decide how sand moves and how to determine how much sand to move across. The Inlet fund now has its own budget moving forward. Small inlets can qualify better.

Commissioner Campbell stated one matter that could be a problem is that the DEP is starting to use the goals set in inlet management plans as a mandatory expectation. The District is looking at a deficiency of the commencement of the plan.

One matter that could be a problem is that DEP is starting to use the goals set in inlet management plans as a mandatory expectation.

Commissioner Campbell stated that the State really likes when communities work together.

Chair Bryan asked Woody how much has been dredged so far this year. He advised that it is 50,000 yd³.

Captain Draughton inquired about October 2023 meeting and what the Board had decided about the District's possible crew cost of increase. District Accountant Andrews stated that the Board took no action. There was discussion at the October and November meeting about future benefits. Attorney Tolces stated the Minutes would be checked and will report back at the next meeting.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Vice Chair Gore. The meeting was adjourned at 7:41 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 12, 2024

Special Magistrate Andrew Dunkiel, City Commission Room called the meeting to order at 10:00 AM.

PRESENT: Roy Davis, Code Compliance Manger
Patesha Johnson, Senior Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Caleb Gomez, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Tiffany Fortune, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

For the record Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	22100011	WEARCHECK LUBRICATION SERVICES LLC	637 JIM MORAN BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GINGER HOLIDAY EXTENDED TO 5-10-2024
7	24010189	HUDSON DE ARAUJO,MAIKE MORAIS ARAUJO,SANDRA	510 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	24010194	1910 SE 2 ST LLC	1910 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ROBERT AND KAREN LANGER FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
9	24010196	DAVIS,JEROD & LISA	1014 SE 14 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER WAS ISSUED COMPLY BY 4-5-2024 \$125 PER DAY \$80 PROSECUTION COST

12	23120093	RETAMAR,SUSAN D & RICHARD E	685 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L) (1) (a-g) - Tree preservation.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-2024 FOR \$100 PER DAY
13	23120095	MILLER & FENG REAL ESTATE LLC	421 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-2024 FOR \$150 AND 125 PER DAY
14	24010002	BLANTON,DANA	474 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT-FOREST BLANTON FINAL ORDER ISSUED COMPLY BY 4-20-2024 \$110 PER DAY PER VIOLATION \$80 PROSECUTION COST
16	23120013	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A-M,DEERFIELD BEACH, FL 33064 A-M	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-2024
17	23120089	DEERFIELD APARTMENTS LLC	110 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

18	23110054	HARRIMAN,GARY DON /MIN. HOUSING	3500 SW NATURA BLVD, UNIT 301,DEERFIELD BEACH, FL 33441 301	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$125 PER DAY \$80 PROSECUTION COST
24	24010184	BECKETT,FLORA B EST	171 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATION ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading. FIRE PREVENTION CODE F- 103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
26	24020105	FHS PROPERTY SOLUTIONS LLC	1330 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$150 PER DAY \$80 PROSECUTION COST
28	24010085	DE AMORIM NUNES,BERNADETH DE ANDRADE NUNES,CLEBER	4620 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE;	RESPONDENT WAS PRESENT- CLEBER DEAMORIM EXTENDED TO 4-5-2024

				Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
29	24010087	FL SUNSHINE STATE HOLDINGS LLC	1451 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-2024 FOR \$150 PER DAY

30	23120014	OM SAI DEERFIELD LLC	351 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-12 (b) - Porches, balconies, decks, exterior stairs, walkways and appurtenances.	RESPONDENT WAS PRESENT- SERGIO AVILA EXTENDED TO 4-5-2024
36	24020012	HILLSBORO GARDEN INVESTMENTS LLC	400 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 6-11-2024
39	23070034	BRE/ESA P PORTFOLIO LLC %EXTENDED STAY-PROPERTY TAX 0328	1200 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-2024
40	24010140	RASTOLL,LINDA LE GUERIN,MICHEL LE ETAL	1107 REPUBLIC CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$125 PER DAY \$80 PROSECUTION
42	24010211	DIONISIO,WILLIAM N DIONISIO,TERESA	147 NEWPORT J, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024

				ENFORCEMENT Section 98-113(a) Building permits	\$125 PER DAY \$80 PROSECUTION COST
43	24010212	AMENO,THIAGO & SAMANTHA	1439 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C) (3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED 5-14-2024
45	24020004	BIANCHI,MARC FERRARA,MICHELLE	2590 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d) (1) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-2024
46	24010111	GEORGES,SAINT J H/E GEORGES,ROSE J	1274 SW 28 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 4-5-2024
47	23090059	VAGLE,JACQUELINE	5152 NW 11 LN, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-10-2024 \$150 PER DAY \$80 PROSECUTION COST

48	24010191	LEIN,ALEKSANDR	2557 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (a) - Landscape Requirements.	RESPONDENT NOT PRESENT CASE DISMISSED
49	23090062	VAN DYKE NORMA JEAN LE CORRELL,DYLAN MATTHEW FRANKLIN	2006 OAKRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-2024 FOR \$125 PER DAY
50	24010073/post ed	VIEIRA,KRISTAL	1101 CRYSTAL LAKE DR, UNIT 704,DEERFIELD BEACH, FL 33064 704	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$250 PER DAY COST WAIVED
51- 106	24010019	ZION VIP LLC	1101 CRYSTAL LAKE DR, UNIT 204,DEERFIELD BEACH, FL 33064 204	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-2024 FOR \$250 PER DAY
108	24020150	PICTURE TWO LC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE Chapter 58 - SOLID WASTE; ARTICLE I. - IN GENERAL; DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-82. - Mandatory service and administration.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

				Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58-84. (4) - General service customer's duties and liability.	
109	24020149	AVALON CONDOMINIUM ASSOCIATION	735 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- DOREEN RUCCO FINDING OF FACT ORDER ISSUED COST WAIVED
110	24020169	MGF PROPERTY III LLC	272 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
112	24020184	PIERRE,JOSEPH & CLAUTILDE	4310 NE 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
113	23100018	KEAIRNES,CLAYTON R	1110 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-2024 FOR SERVICE

				Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way.	
114	23090049/POST	ALTIER,CUTLER ALTIER,CARLY	525 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-2024 \$150 PER DAY FINDING OF FACT ORDER ISSUED FOR SECTION 66-59(b)
115	23100036	MIDLICK,JEFFREY P	3380 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-10-2024 FOR \$250 PER DAY
A	23060016	CLP FLORIDA LLC	329 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- BENJAMIN LIPSON FINES MITIGATED FOR \$8,080 TO BE PAID BY 5-14-2024

B	18040112	EVANS,BRANDY EVANS,DEBORAH./Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80. (u) - Landscape requirements.	RESPONDENT WAS PRESENT- JOHN TIRONI FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES
C	18060141	EVANS,BRANDY EVANS,DEBORAH/Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JOHN TIRONI FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES
D	18110028	SCHAD SOUTH LLC/Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- JOHN TIRONI FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES

				14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80. (u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
E	18010034	EVANS,BRANDY EVANS,DEBORAH/Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- JOHN TIRONI

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES
F	20050011	EVANS,BRANDY EVANS,DEBORAH/Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- JOHN TIRONI FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	
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				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1)(a-i) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
G	23080086	EVANS,BRANDY EVANS,DEBORAH/Attorney Michael Gomez	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- JOHN TIRONI FINES MITIGATED TO \$75,000 TO BE PAID BY 1-2-10-2024 FOR ALL CASES

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section	
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				34-160 -Parking or storage for over 72 hours restricted. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
H	22100044	AGUIAR & MANSUR LLC	606 SW NATURA BLVD, UNIT 301, DEERFIELD BEACH, FL 33441 301	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONENT WAS PRESENT JOSE AGUIAR FINES MITIGATED FOR \$8,080 TO BE PAID BY 4-5-2024
I	24010003	CARICOR LLC	900 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale.	RESPONDENT NOT PRESENT VACATED \$80 COST

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date



Meeting Minutes

Community Redevelopment Agency

Tuesday, March 12, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - February 13, 2024

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the February 13, 2024 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

March 12, 2024

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz
Nays: 0

GENERAL ITEMS

1. Presentation regarding the Civil Citation Program.

Captain Hofstein, BSO District X, said the newly established civil citation program allows deputies to intelligently address issues that occur from the Hillsboro Beach bridge to the boardwalk and beach. Thereafter, he briefly outlined the program, and highlighted various data that was collected from December 2023 - March 2024. Captain Hofstein said 80 citations have been issued since December 2023; however, they are mostly warning citations, as the first Phase of the program is education. Lastly, as data is collected it will highlight how effective the program can be in curbing some of the issues that have been surrounding the area for quite some time.

In response to Mr. Drosky's questions, Captain Hofstein replied that the category labeled 'other city ordinance' could be open containers, noise violation, etc. Further, smoking on the beach would fall under this category, as it is enforced; nonetheless, he will see if citations have been issued for smoking on the beach and report back.

2. Presentation regarding parking updates within the CRA District.

Kris Mory, Director of Economic Development, said Freebee, which has already received positive feedback, will be launching Thursday, March 14, 2024 at 6:00 p.m. at the main beach parking lot and Ocean Way. Thereafter, she provided a brief overview of Freebee. Further, she explained that the kiosks for the Cove have been ordered and the striping has been scheduled. Per the Board's direction, staff went door to door, which was well received, and surveyed each business within the Cove to seek their stance on the hours of enforcement, whereby, the businesses were supportive of enforcing the two-hour parking; satisfied with current restricted hours, 9 a.m. to 6 p.m. and spoke in support of including Sundays; want the plaza to charge for parking; and want plaza parking spaces for Cove businesses only.

Mr. Hudak spoke in support of the enforcement, as he receives many complaints from the businesses within the Cove regarding the lack of parking.

In response to Mr. Preston's question, Ms. Mory replied that the kiosks are the same as those along the beach and in Sullivan Park, and are extremely user friendly.

Rodney Brimlow, Director of Public Safety, said parking handles upwards of a quarter million transactions a year, and only 25 - 50 appeals are requested for a tag entry error. Furthermore, many are dismissed due to someone inadvertently putting a 0 when it should be O, G when it should be C, etc.

Eric Power, Director of Planning & Development Services, said Section 98-88 of the Land Development Code (LDC) contains a section known as technical deviation, which is a special type of variance. He explained that technical deviations are allowed throughout the City; however, there is a special code section for the barrier island, which allows someone to pay a fee for the reduction of spaces. Mr. Power said in order to ensure parking is being improved and is effective, staff is going to conduct a study of the current parking assessment on the barrier island to determine the parking necessities of the area, i.e. payment into the rideshare program could be a condition for the technical variation. Further, Mr. Power said many of the recent Planned Development District (PDD) applications have included a rideshare destination, which could be used as a community benefit moving forward.

In response to Mr. Hudak's question, Ms. Mory replied that the rideshare pilot program is from 4 p.m. to 11 p.m.

Mr. Hudak said many businesses open earlier than 4 p.m., so in order to contribute to the program, the hours would need to be adjusted.

Ms. Mory agreed. Further, she said Freebee can also be used as a retail attraction strategy, whereby, the CRA would underwrite a certain amount of time for new businesses coming into the CRA, to have six months of free advertising on the app or car. She said as the program gains more interest and grows, more vehicles can be put onto the road, and the hours and service areas can be expanded.

Mr. Drosky said prior to expanding the program, the initial data must be received and evaluated. Further, he asked that the formula for the rideshare parking deviation policy and fee be thoroughly defined and outlined in the Code and suggested that other portions of the Section be updated, so they are more thoroughly defined.

GENERAL ITEMS - CONTINUED

Mr. Power agreed, whereby, staff is looking to update the Section to the current transportation standards. Further, he said all technical deviations require city commission approval.

In response to Mr. Preston's question, Ms. Mory replied that monthly rideshare program updates will be provided to the Board, so if changes are needed, it can be discussed; nevertheless, there have been no issues with Freebee thus far.

Chair Ganz opened the public hearing.

Tom Connick, 411 E. Hillsboro Boulevard, Deerfield Beach, listed the various businesses he represents within the Cove. Thereafter, he provided a brief overview of the Cove parking issues throughout the years, whereby, he believes the installation of the kiosks violates the 2015 agreement. Further, he said there was never a public hearing, nor a workshop or public outreach advising his clients of the installation of the kiosks; however, once it was approved, the tenants received a flyer advising of the kiosks.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, asked where the Cove employees are parking. She also asked where the employees along the S-Curve are parking.

Chair Ganz closed the public hearing.

In response to Chair Ganz's question, Ms. Mory replied that the parking spaces directly facing a storefront are enforced, whereby, the middle portion is unrestricted parking. Further, she said there is also designated employee parking.

ADMINISTRATION COMMENTS

City Commission Agenda - Kris Mory, Director of Economic Development, said an addendum has been added to the March 19th Commission Meeting regarding the submission of a grant application to the Florida Inland Navigation District (FIND).

Retail Attraction Strategy Update - Ms. Mory said \$25,000 has been awarded to Thick and Thin Pizza under the new Micro-Façade Grant Program, and Grind N Unwind will be seeking funding as well. Furthermore, a few buildings/businesses will be utilizing the temporary window wraps. Lastly, she said staff is continuing to collab with restaurant brokers to generate leads on the vacant establishments.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said community policing is lacking on the beach and should be better enforced.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to adjourn the meeting at 7:43 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz
Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
March 27, 2024**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll Call:

Present: Tinka Ellington
Janelle Richards, Alternate
Joseph Cummings, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Melissa Torres, Assistant Planner
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Jack Hugentugler

APPROVAL OF MINUTES OF PREVIOUS MEETING

Motion was made by Vice Chair Cummings, seconded by Ms. Richards to approve the March 13, 2024 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7132 1040 Crystal Lake Drive
 1040 Crystal Lake Drive
 Roof Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Clarissa Rodriguez, applicant, provided renderings of the proposed changes, which include changing the tile roof color from Grey to Tamko shingle roof color Desert Sand.

In response to board member questions, Ms. Rodriguez replied that the owner chose the shingle color and wouldn't mind changing. The building is a cream/eggshell color.

After a brief discussion regarding the current color of the roof; it was suggested to change the proposed color.

Mr. Mantell displayed Google images of different color options from the application.

Ms. Ellington made a motion, seconded by Ms. Richards to approve Item #7132 with the stipulation to use the colors Glacier White, Old English or Oxford Grey. The motion CARRIED by unanimous vote.

**#7130 Meadowlake Gardens Condominium
1260 South Military Trail
Roof Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Jeffrey Estis, applicant, provided renderings of the proposed changes, which include changing the roof to Owens Corning shingles color Aspen Grey.

In response to board member questions, Mr. Estis replied that the same materials will be used for the four residential buildings and clubhouse.

Ms. Ellington made a motion, seconded by Ms. Richards to approve Item #7130 as submitted. The motion CARRIED by unanimous vote.

**#7111 DFB Apartments
264 SE 19th Avenue
Major Site Plan**

Daniel Mantell, Planning and Zoning Manager, said that the item has been deferred to the next meeting.

Comments by Deerfield Beach City Attorney

Legislative Session and Live Local Act - Anthony Soroka, City Attorney, advised that an update will be provided at the next meeting.

Comments by Deerfield Beach Planning and Development Services Department

Staff Updates - Daniel Mantell, Planning and Zoning Manager, congratulated Melissa Torres, Assistant Planner, on her recent promotion.

Next Meeting - Mr. Mantell said there will be a meeting on April 10, 2024.

ADJOURNMENT

Vice Chair Cummings made a motion, seconded by Ms. Ellington to adjourn the meeting at 7:20 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 10, 2024**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll Call:

Present: Janelle Richards, Alternate
Joseph Cummings, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Bonnie Jacobson, Senior Planner
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Tinka Ellington
Jack Hugentugler

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Cummings made a motion, seconded by Ms. Richards to approve the March 27, 2024 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7134 The Palms of Deerfield
 407 – 431 NW 1st Terrace
 Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps, as well as plans that were submitted by the applicant.

Matthew Muldoon, applicant, provided renderings of the proposed changes, which include a paint change of the exterior building from blue to neutral colors.

In response to board member questions, Angelica Bueno, Architect, replied that the rafters are existing.

After a brief discussion regarding the current color of the exterior building and the proposed color, a suggestion was made to add a mold prevention additive.

Vice Chair Cummings made a motion, seconded by Ms. Richards to approve Item #7134 with the stipulation to use a mold prevention additive to the paint change. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Legislative Session and Live Local Act - Anthony Soroka, City Attorney, provided a brief overview of the Legislative Session, as well as an update on the Live Local Act.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said there will be a meeting on April 24, 2024.

ADJOURNMENT

Vice Chair Cummings made a motion, seconded by Ms. Richards to adjourn the meeting at 7:40 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - May 7, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 7, 2024, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The May 7, 2024, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the May 7, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 7, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89578753360?pwd=dkxWSEFIZDIleUI4VlNtVnl6emQrUT09>
 - ii. The video camera display feature is disabled for public use.
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 895 7875 3360#, Participant ID: #, Passcode: 519176#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on May 7, 2024, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-237

Agenda Date: 5/7/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of Master Services Agreement No. 19680 and Addendum No. 1 to the Agreement with MCCi, LLC, utilizing the National Cooperative Purchasing Alliance Contract No. 01-162 for the purchase and development of a repository in the Laserfiche Software Application for electronic storage of building permit documentation in an amount not to exceed \$50,000.00; providing for execution and an effective date. (Funds from Account #010-1166-524-30-03 - Building Fund/Programming & Software)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$50,000

Account Name: Building Fund/Programming & Software

Account Number: 010-1166-524-30-03

Background/History

The Building Department is in the process of converting plan review from a physical process to an electronic plan one. In order to be able to accept electronic plans, these plans must be digitally stored in a repository. The repository used by the City is a program called Laserfiche. This program is licensed to the City by a company called MCCi.

Current Activity

In ongoing conversations with MCCi, they have proposed a contract to the City in the amount of \$50,000 to create a searchable database for the storage of building permits. The contract is based on a proposed not to exceed estimate for the amount of time it will take to build the platform. The City has worked with MCCi previously to evaluate the existing platform to ensure that this is the best solution to creating the permit repository.

The purchase and development of the searchable database for the storage of building permits will be based upon the utilization of the National Cooperative Purchasing Alliance Contract No. 01-162.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF MASTER SERVICES AGREEMENT NO. 19680 AND ADDENDUM NO. 1 TO THE AGREEMENT WITH MCCi, LLC, UTILIZING THE NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NO. 01-162 FOR THE PURCHASE AND DEVELOPMENT OF A REPOSITORY IN THE LASERFICHE SOFTWARE APPLICATION FOR ELECTRONIC STORAGE OF BUILDING PERMIT DOCUMENTATION IN AN AMOUNT NOT TO EXCEED \$50,000.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Building Department is in the process of converting plan review from a physical process to an electronic plan; and

WHEREAS, in order to accept electronic plans, they must be digitally stored in a repository; and

WHEREAS, currently the City is utilizing the Laserfiche program (the “Program”) as the City’s repository for City documents pursuant to the City’s license with MCCi, LLC (“MCCi”); and

WHEREAS, in order to have consistency with the City’s repository of documents, MCCi is able to develop a searchable database for the storage of building permit documentation; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with MCCi for the purchase and development of a repository database in the Laserfiche Software Application, utilizing the terms and hourly rates of the National Cooperative Purchasing Alliance Contract No. 01-162 (the “NCPA Contract”); and

WHEREAS, MCCi has agreed to develop and provide the database software application for the repository in the Laserfiche Software Application to the City based upon the NCPA Contract, attached as Exhibit “1”, for a cost not to exceed \$50,000.00; and

WHEREAS, staff has confirmed that the NCPA Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of Master Services Agreement No. 19680, attached as Exhibit “A”, and Addendum No.1 with MCCi, attached as Exhibit “B”, for the purchase and development of the repository

database in the Laserfiche Software Application, utilizing the terms and pricing of the NCPA Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves Master Services Agreement No. 19680, attached as Exhibit “A”, and Addendum No.1, attached as Exhibit “B”, with MCCi for the purchase and development of the repository in the Laserfiche Software Application for electronic storage of building permit documentation, utilizing the terms of the NCPA Contract in an amount not to exceed \$50,000.00.

Section 3. The City Manager is hereby authorized to execute Master Services Agreement No. 19680, attached as Exhibit “A”, and Addendum No. 1 with MCCi, attached as Exhibit “B”, in an amount not to exceed \$50,000.00 based upon the terms and conditions of NCPA Contract No. 01-162, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

MASTER SERVICES AGREEMENT NO. 19680

This Master Services Agreement No. 19680 (this "**Agreement**") is effective on the date of the 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 ("**MCCi**") and Client (defined herein). MCCi 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, "MCCi" means the MCCi 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

MCCi 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 MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi 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 MCCi 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 this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

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

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi'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 MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as 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 MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

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 MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi 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 MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi 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 MCCi 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.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, 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 MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

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 renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi 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.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi'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, MCCi 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, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

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 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 for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi 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, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

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

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

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi'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. 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. Confidential Information

The Parties acknowledge that in the course of MCCi 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 MCCi 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.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, 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 MCCi under any Order (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. MCCi 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 MCCi shall not use or disclose any Client Confidential Information or Deliverables 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. MCCi 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 9. 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, MCCi 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) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (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 MCCi 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 MCCi. Should MCCi, 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**”), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi’s obligations respecting Client’s Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, 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 MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi 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. MCCi shall have no duty to notify Client of such compliance with law. MCCi 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 MCCi 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, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

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

MCCi’s delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any,

set forth in the corresponding Order. 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 applicable Order, 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 cure any such deficiencies. After completing any such cure, 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.

MCCi DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCi SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR MCCi, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND MCCi’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCi 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 MCCi IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCi 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 MCCi. MCCi 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 MCCi HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCi 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 MCCi’s responsibility hereunder (including any problem with Client’s computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other

services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

(b) General Warranty.

MCCi 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 MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi 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) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable 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. Notwithstanding the foregoing, MCCi 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 MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi 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 MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and

against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

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

(d) Limitation of Liability.

(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 AND INDEMNIFICATION OBLIGATIONS, 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 MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 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, MCCi 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

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi 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 MCCi

MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

City of Deerfield Beach
150 Ne 2nd Avenue
Deerfield Beach, FL 33441
Attn: Eric Power
Email: EPower@deerfield-beach.com

15. Miscellaneous

(a) Third-Party EULA 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"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi 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 MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi 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 MCCi 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, MCCi 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) 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.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi'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, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) 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.

(k) Modification.

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

(l) 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.

(m) Dispute Resolution.

Should a dispute arise between MCCi 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.

(n) 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.

(o) Publicity.

MCCi 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 Section 8 of this Agreement.

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

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: _____

Name: _____

Title: _____

Date: _____

CITY OF DEERFIELD BEACH ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

150 NE 2ND AVENUE
DEERFIELD BEACH, FL 33441

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19680

INITIAL MCCi CONSULTING SERVICES ORDER

Pursuant to Master Services Agreement No. 19680 ("**Agreement**"):

This Initial MCCi Consulting Services Order, designated as Addendum No. 1, is entered into as of _____, ("**Addendum 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 Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote 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

CITY OF DEERFIELD BEACH ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RATE CARD

If the accumulation of Task Order(s) exceeds the fee quote in the corresponding order or the effort incurred on an individual Task Order exceeds its allocated funding, MCCi will require written confirmation that additional funding has been approved prior to proceeding.

PRICING



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

Client Name: City of Deerfield Beach
Quote Number: 31505

Rate Card		
Role	Unit	List Price
<u>MCCi Consulting Services</u>		
Project Manager, Certified	Per Hour	\$285.00
Project Manager	Per Hour	\$225.00
Systems Engineer	Per Hour	\$225.00
Business Analyst	Per Hour	\$225.00
Trainer	Per Hour	\$225.00
Records Manager, Certified	Per Hour	\$225.00
Solutions Architect	Per Hour	\$285.00
Program Manager	Per Hour	\$315.00
Senior Solutions Architect	Per Hour	\$325.00
Process Consultant	Per Hour	\$285.00
Project Coordinator	Per Hour	\$190.00
Developer	Per Hour	\$300.00
Weekend/After Hours Developer	Per Hour	\$450.00
Onsite Resource/Single Day (Includes Travel Expenses. Excludes Developer Role.)	Per Day (Minimum 4 Hour Day)	\$4,500.00
Onsite Resource/Multiple Consecutive Days (Includes Travel Expenses. Excludes Developer Role.)	Per Day (Minimum 4 Hour Day)	\$3,000.00
Remote Training (Workflow training and installation excluded)	Per Day (Minimum 4 Hour Day)	\$2,415.00
Remote Training, Developer (Workflow training and installation excluded)	Per Day (Based on a 4 Hour Day)	\$3,015.00

Weekend/After Hours Premium <i>(If Laserfiche Support Team is utilized during the Reservation period, an additional \$250.00 per hour will be applied.)</i>	Per 4 Hour Reservation	\$500.00
Weekend/After Hours Premium Hourly Rate	Per Hour	Role Rate x 1.5
Not To Exceed Total		\$50,000.00

BILLING SCHEDULE

All Services will be billed monthly for work completed during the previous month at the rates defined in the Rate Card above. **ANY TIME OR DOLLAR ESTIMATES GIVEN ON A TIME AND MATERIALS PROJECT ARE STRICTLY ESTIMATES.** Client is responsible for all hours worked by MCCi.

OVERVIEW

This Consulting Services Agreement (including its appendices hereto, the “MCS”) is subject to Client’s Master Legal Agreement with MCCi and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this MCS and the Master Legal Agreement, the definition within the Master Legal Agreement shall apply unless the discrepancy is specifically called out within this MCS at which time the term of this MCS shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Legal Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

SERVICES PROVIDED

Client is requesting ongoing consulting services to assist them with their business process automation goals through a flexible staffing arrangement, enabling Client to move forward with projects related to MCCi-implemented solutions. MCCi’s consulting services are designed to be highly collaborative and effectively extend Client’s team.

The types of assistance may include:

1. Project & Program Management
2. Business Process Requirements Gathering and Task Order drafting
3. Recurring Status and Strategy Meetings
4. Configuration of Client-Owned Solution Components
5. Training on Solution Components and/or configured Business Processes
6. Integration/Developer Assistance

SERVICE PERIOD

Begins on [05/10/2024](#) and expires on [05/09/2025](#) (the “Service Period”). All work will be stopped on any open Appendix(s) upon the expiration of the Service Period. Additionally, no new work will be initiated after the expiration of the Service Period, even if uncommitted funding remains on this MCS. To continue work past the expiration of the Service Period, either a Change Order or a new MCS is required.

ASSUMPTIONS

The following assumptions serve as the basis for this MCS. Any service or activity not described in this MCS is not included in the scope of services to be provided. Variations to the following may impact the MCS cost and/or schedule justifying a change order.

SERVICES

MCCi's services under this MCS and its corresponding appendix(s) are the time worked by our personnel assigned to the Task Order described in the respective appendix to augment Client's staff and all work products developed as a result of the work being performed ("Services"). MCCi will be working under the day-to-day direction of Client's Project Manager who will work with MCCi's Project Manager to coordinate worker's utilization (where and how they work) for the duration of the engagement. Client will also be responsible for the accuracy and approval of Task Orders.

DELIVERABLE ACCEPTANCE CRITERIA

- Client shall have the right to conduct any review of the Services.
- If Client, in its reasonable discretion, determines that any Services 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.
- **Notwithstanding the foregoing, if Client fails to reject any Service within five (5) business days, such Services shall be deemed accepted.**

ASSIGNMENT OF WORK

- Task Order 01-Program Management and Consulting: Client acknowledges that (i) at times it needs the assistance of MCCi to scope out certain tasks, to perform general staffing services, or assist in the preparation of more detailed project plans, (ii) at times it requests or requires recurring status updates and/or meetings, and (iii) such work performed by MCCi personnel will be considered billable Services. These Services will be billed under a generic Task Order referenced as "Task Order 01-Program Management and Consulting" per the Rate Card.
- Task Order(s): Additional Task Orders to be incorporated into the MCS will include a description of the Services to be performed, an estimated timeline, the roles identified to perform the Services and an allocation of the funding available within the MCS.

GENERAL

- If either party identifies a business issue during the performance of Services, 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 to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required by the Services.
- Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands,

lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.

- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- 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's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this MCS; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this MCS.
- Client shall provide the following to MCCi personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary security access, software, hardware, and documentation; and (iii) timely assistance in the correction of any hardware or software problems that would affect the performance of Services.
- Scheduling of MCCi's resources will be mutually agreed upon between MCCi and Client. MCCi will assign an MCCi Project Manager, who will be the primary contact for the Client and will be responsible for scheduling.
- Services may be performed remotely or onsite as agreed upon between MCCi and Client.
- Client is responsible for handling internal funding/purchase order requirements related to the MCS.

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 six (6) 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.

MCCi 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 MCCi has no liability associated therewith.

TASK ORDER 01 TO ADDENDUM 1:

PROGRAM MANAGEMENT AND CONSULTING

This Task Order is incorporated by reference to the Consulting Services Agreement (the “MCS”) by and between MCCi and Client.

Committed Funding: \$10,000.00 will be committed against the MCS fee quote

Tasks to be performed by MCCi may include:

- Project & Program Management
- Business Process Requirements Gathering and Task Order drafting
- Recurring Status and Strategy Meetings
- Other consulting services

Period of Performance: Service Period as defined in the MCS

Point of Contact:

- Client project manager: TBD
- MCCi project manager TBD

At MCCi’s sole discretion, if and as necessary, other Team Roles and/or appropriately qualified MCCi personnel may be assigned to this Task Order.

Acknowledgement:

Your signature represents approval to this Task Order.

MCCi, LLC “MCCi”

Signature _____

Name _____

Title _____

Date _____

CITY OF DEERFIELD BEACH “Client”

Signature _____

Name _____

Title _____

Date _____



3717 Apalachee Parkway Suite 201
Tallahassee, Florida 32311
(800) 342-2633
www.MCCinnovations.com

Purchasing Department
Region 14 Education Service Center
National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, Texas 77270

To Whom it May Concern,

The future is clear. We want to make a difference in your team's lives. Our vision is to free one million people from manual business processes so they can grow, and their organizations can prosper. Today, you are taking steps to be part of this vision.

While reviewing our proposal, keep in mind MCCi is your partner in the digital transformation journey.

Digital Transformation: As we embark on your digital transformation journey, MCCi is your partner, not just another vendor. We do the right thing, always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing that work with the highest integrity and character level. We are committed to building a solution to grow in your organization, further streamline processes, and eliminate bottlenecks.

Full Portfolio of Solutions: As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies, including Laserfiche for content services, Blue Prism for robotic process automation, ABBYY for intelligent capture, and One Span for digital signatures.

Industry Experts: MCCi has the most committed, intelligent, and innovative professionals in the industry. We are a team ready to create next-level results with the courage to try something new. Without focusing on our clients, we will not reach our destination. With 150 years of combined professional services experience, your assigned project manager is committed to your implementation success.

Thank you for your interest in MCCi's solutions, we are pleased to enclose our proposal.

Sincerely,

Stephanie Wood
Director of Sales Operations
Corporate Office
(800) 342-2633 ext. 1739 | swood@mccinnovations.com

Request for Proposal #36-22 for Documents and Records Management

National Cooperative Purchasing Alliance (NCPA)

Issued: November 14, 2022

Valid for 120 days



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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

MCCi, LLC.

Company Name

3717 Apalachee Parkway, Suite 201

Address

Tallahassee

FL

32311

City

State

Zip

(850)701-0725

Telephone Number

(850)564-7496

Fax Number

salesoperations@mccinnovations.com

Email Address

Donny Barstow

Printed Name

President & CEO

Position

E-SIGNED by Donny Barstow
on 2022-10-24 11:50:02 GMT

Authorized Signature

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and MCCi, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-162, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

MCCi, LLC

Vendor Name

Matthew Mackel

Name

Donald Barstow

Name

Director, Business Development

Title

President and CEO

Title

PO Box 701273

Address

3717 Apalachee Parkway, Suite 201

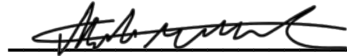
Address

Houston, TX 77270

Address

Tallahassee, Florida 32311

Address



Signature

E-SIGNED by Donny Barstow
on 2022-10-24 17:59:09 GMT

Signature

December 8, 2022

Date

October 24, 2022

Date

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☒ All Canada Provinces and Territories All Orders will be placed in US Dollars (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

All Orders will be placed in US Dollars

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☒ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
--	---

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Tallahassee,
State of Florida.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☒ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Stephanie Wood

Title Director of Sales Operations

Company MCCi, LLC

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahassee, FL 32311

Phone (850) 701-0725

Email swood@mccinnovations.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4 - VENDOR PROFILE

COMPANY'S OFFICIAL REGISTERED NAME.

MCCi, LLC.

BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

In 2003, MCCi was founded as a company primarily focused on helping public sector organizations with records management and document digitization. We quickly achieved our goal to be the largest Laserfiche solution provider and, in the process, helping our clients go paperless. As technology and our clients' needs changed, we became more involved in their business processes and operations. Over the past decade, we have gone through our own digital transformation journey. We've evolved into a consulting company with expertise in business process automation and we provide our clients with leading hyper-automation technologies. We are a trusted partner to approximately 1,000 public sector organizations as an end-to-end services provider who fiercely believes that strong partnerships and people lead to successful outcomes.

MCCi is headquartered in Tallahassee, Florida but has a virtual-first workforce with approximately 130 employees spread across the nation. Our team is composed of some of the most committed, intelligent, and innovative industry professionals. MCCi prides itself as a high-growth, high-touch workplace that attracts great talent and focuses on their core values. This growth mindset is deeply embedded, starting with the hiring and onboarding stage, and continuing throughout each person's career development. As an expert in emerging technologies, we have a disciplined practice of continuous training as demonstrated by our team's many industry certifications. Our focus on leadership (philosophy and practice) is intense, deliberate, and believed to be a core differentiator as a company.

Our growth and the success of our clients are widely recognized. Most recently, *Inc. Magazine* recognized MCCi as one of their "Inc. 5000" fastest-growing private companies in the United States. Additional noteworthy recognition includes such accolades as: Top 10 Best Companies to Work, Florida Companies to Watch, Microsoft Gold Certified Partner, ABBYY Partner of the Year, Blue Prism Public Sector Partner of the Year, and the only Laserfiche Diamond-Level Provider.

COMPANY'S DUN & BRADSTREET (D&B) NUMBER.

557446916

COMPANY'S ORGANIZATIONAL CHART OF THOSE INDIVIDUALS THAT WOULD BE INVOLVED IN THE CONTRACT.

MCCi team members are focused on customer service in every aspect of our clients' projects. We focus on the "Client Lane" as a theme to unite us in how we serve. MCCi brings a dedicated staff of 130 of the most creative and intelligent professionals in the industry. Below is a list of a few individuals that would be involved in the NCPA projects as well as MCCi's Organizational Chart.

Executive Team

MCCi's Executive Team is available for any escalation needed for our clients.

Donny Barstow (President & CEO)

Victor D'Aurio (COO)

Shawn Hermann (CIO)

Jody Bennett (SVP of Sales & Marketing)

Emery Jones (CFO)

Account Team

MCCi's Account Team will serve as the main points of contact throughout the contract for sales, customer service, pre-sales, and various other needs the client may have outside of professional services or technical

support. These individuals are listed in the section below as Account Executives, Solutions Architects, Territory Managers and Account Managers.

Professional Services Team

The Professional Services team members will be available as a contact for professional services. Several Professional Services Team are listed below in the state offices section as Program Managers, Project Managers, Project Coordinators, System Engineers, and Technical Trainers.

Technical Support Team

MCCi has a technical support team of over sixteen support experts led by Drew Ferrell (MCCi Support Manager). Almost 10 years ago, Drew joined our support team as a technician. He has seen it all serving our diverse client base over his impressive tenure. A 99% client satisfaction rating speaks to the organization he has built.

Sales Operations & Finance

MCCi Sales Operations & Finance teams handle sales quotes, invoicing, renewals, billing inquiries, etc. These teams are led by Stephanie Wood (Director of Sales Operations) and Emery Jones (CFO). These teams are ready and able to answer questions when needed.



CORPORATE OFFICE LOCATION.

MCCi's Corporate office is located at 3717 Apalachee Parkway, Suite 201, Tallahassee FL 32311

LIST THE NUMBER OF SALES AND SERVICES OFFICES FOR STATES BEING BID IN SOLICITATION. LIST THE NAMES OF KEY CONTACTS AT EACH WITH TITLE, ADDRESS, PHONE AND E-MAIL ADDRESS.

Florida Home Office

Donny Barstow ~ President & Chief Executive Officer
Victor D'Aurio ~ Chief Operating Officer
Shawn Hermann ~ Chief Information Officer
Lawrence Steed ~ Territory Manager
Gabe Young - Solutions Architect
Jack Frazee ~ Senior Account Manager
Alexandra Barnes ~ Account Manager
Austin Morris ~ Account Manager
Kyle Law ~ Account Manager
Jenice Owens ~ Account Manager
Desiree Johnson ~ Project Manager
Dana Terry ~ Project Manager
Keith Hay ~ Lead Technical Engineer
Mahmoud Abdelhadi ~ Systems Engineer I
Paula Gomez ~ Project Coordinator II
Paul Heavener ~ Technical Trainer

California Office

Emery Jones ~ Chief Financial Officer
Rose Brewer ~ Solutions Architect
Menfis Clark ~ Account Manager
Paul Pastor ~ Systems Engineer I
Alex Wilson ~ Systems Engineer III

Colorado Office

Justin Mandeville ~ Account Manager
Arianna Kessler ~ Project Coordinator
Lauren Keddington ~ Systems Engineer I
Veronica Lopez ~ Technical Trainer

Florida Offices

Traci Small ~ Vice President of Enterprise Sales
Alexis Blue ~ Enterprise Account Manager
Bryan Frick ~ Account Executive
Michael Lunn ~ Lead Technical Engineer
Seth Gordon ~ Project Coordinator

Georgia Office

Michael Beaudreau ~ Account Executive
Taylor E Hutchinson ~ Territory Manager

Idaho Office

Sahara Peterson ~ Account Manager
Jeremy Wheeler ~ Systems Engineer I
Bryant Biorn ~ Systems Engineer III

Mississippi Office

Jody Bennett ~ Senior Vice President of Sales & Marketing

New Hampshire Office

Michael Collier ~ Account Manager

New Jersey Office

Jessica Steiner ~ Project Coordinator

North Carolina Office

Garrick Tomlin ~ Client Consulting Program Manager
Kevin Smith ~ Account Executive
Nathan Whicker ~ Lead Solutions Architect
David Maddox ~ Senior Solutions Architect
Katie Hennigan ~ Project Manager
Molly McCarthy ~ Systems Engineer II
Jeffrey L Neelley ~ Systems Engineer III

South Carolina Office

Kimberly Ratliff ~ Project Coordinator
James Rutherford ~ Systems Engineer I

Texas Office

Jessica Smith ~ Commercial Projects Program Manager
Rigo Ruiz ~ Project Manager
Jason Eades ~ Systems Engineer II
Darrell Rush ~ Systems Engineer II
Levi Johnson ~ Systems Engineer III

Virginia Office

Mike Pazuki - Director of Intelligent Automation
Jeremy Gibson ~ Account Executive
Brian Sabian ~ Senior Solutions Architect
Angela Ellis ~ Solutions Architect
John Geist ~ Project Manager/Systems Engineer
Jeremy Blackwell ~ Project Manager

Washington Office

Andre Armstead ~ Account Executive

Wisconsin Office

Adrienne Hussey ~ Account Manager

Please Note ~ additional contact information will be provided upon request.

DEFINE YOUR STANDARD TERMS OF PAYMENT.

MCCi, utilizes a standard net 30 payment terms policy. Billing terms and milestones are based on specific projects and deliverables.

WHO IS YOUR COMPETITION IN THE MARKETPLACE?

MCCi is a business process automation company that accelerates digital transformation by adding intelligence to clients' processes enterprise-wide. As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies. MCCi does run into competition with other companies offering similar products and services, but most are lacking the extensive government knowledge that we can provide. Our competition includes other document management companies, other RPA companies, and other intelligent capture companies.

WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

MCCi has over 20 years of experience enabling public sector clients to achieve operational efficiencies and meet regulatory commitments with enterprise document/content management technology. This experience shines during our implementations as we have developed a strong set of best practices and take a great deal of pride in every client.. MCCi has been the #1 Laserfiche Solution Provider in the public sector since 2005 and the #1 Laserfiche Solution Provider in the world for the last 10 years.

After implementation, we provide world-class support and on-going project services. Our client satisfaction rating is 99% because we put our clients first. Our support team is comprised of Laserfiche-certified, friendly professionals available 24/7/365. We have the largest Laserfiche services team in the country, which enables us to properly staff our clients' projects with the right experts for their needs.

MCCi Differentiator: Experience in Deployment

- **Largest Laserfiche Provider** – We have implemented over 1300 Laserfiche systems successfully and support over 115,000 users. We do not underbid; we over deliver. We ensure client satisfaction on every project. We currently have over thirty-five state agencies as happy clients. We understand the complexities and intricacies of state agencies.
- **Public Sector Focus** – MCCi provides services to approximately 1,000 public sector agencies including School Districts, Cities, Counties, State Agencies, Special Districts, Higher Education, and more. MCCi also understands the critical compliance requirements of records management in the public sector and has in-depth knowledge of deploying and configuring the Records Management Module in the Laserfiche.

- **Professional Certifications** – MCCi's staff is well-trained and holds multiple certifications in security, HIPPA, CJIS, project management, records management, CDIA+ and more to give clients the peace of mind that they're in the most competent hands. Our staff is also either Laserfiche Gold or Platinum Certified. MCCi also has certifications in UiPath and Blue Prism for additional robotic process automation needs.
- **Specialization in Enterprise Adoption**- Our goal is to maximize client ROI for Laserfiche. We future-proof initial project plans, knowing that one day Laserfiche will be used across the client's entire organization. This mindset helps clients plan to meet their short-term objectives while architecting the solution to align with long-term priorities and reduce maintenance burden. Our professional services team has technical trainers that provide best-in-class, hands-on training to ensure enterprise-wide adoption. Our project managers know the product. They are Laserfiche Gold Certified and hold other professional certifications. They get to know client business processes and help clients implement a plan that considers their needs and the technology's capabilities.
- **Development and Migration Skills** – We have a highly skilled development team with over 80 years' combined experience. We have over 20 years' experience migrating documents and data from legacy ECM solutions. Our team is available for performing data migrations, custom integrations, and other customizations. While Laserfiche is a no-code/lowcode solution, this team can further extend the platform to maximize value for clients' organizations.
- **Dedicated Support** – Once a client's implementation is complete, they will have access to our top-rated support staff for troubleshooting & supporting their Laserfiche system. Our staff can be easily reached through email, phone, or our online support center. We have supplementary support packages that scale based on client needs to ensure they have the necessary assistance and knowledge available. MCCi's client focus is validated by our 98% renewal rating on Laserfiche support and a client satisfaction score of 99%(updated on a weekly basis). MCCi's multi-layered support team provides multiple contacts to ensure fast response times and maximize product performance. Our support team has over 50 years of Laserfiche experience with nine technicians and nine analysts. Our help desk is monitored by live experts ready to troubleshoot problems and over 90% of all calls are answered live. YTD our team has fielded 2226 calls.
- **Digitization Services** – MCCi provides document scanning services as well as microfiche and microfilm conversions so agencies can digitize old content, reduce or eliminate costly storage, and ensure proper backup of critical records in Laserfiche.
- **Training Services** – Before, during, and after a client's project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our personalized training offered during implementation, we offer a yearly subscription to our proprietary Online Training Center for Laserfiche to help protect the client's Laserfiche investment. This allows all types of users, regardless of their role, to access on-demand videos on popular topics. This information is updated monthly and will be a continued resource for the organization. We also host and maintain our own fully featured online support center to ensure our clients gain direct access to training manuals, "how to" checklists, feature-rich training videos, a vast knowledge base, software updates/release notes, and a special section entitled "Real World Scenarios" that provides best practices and client use-cases to help pave the way to enterprise adoption.
- **MCCi Events** – MCCi conducts webinars, user groups, tech days, and other thought leadership events for continued education for our clients.

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.

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MCCi's Marketing Department executes a marketing plan (outlined below) for all MCCi products and services. We will use these same strategies and tactics for marketing the NCPA contract.

Vertical Focus

MCCi has a long history (20+ years) of serving clients in the public sector. Our experience in this market segment has given us a wealth of in-depth experience and expertise, along with many client success stories we are proud to share.

Current public sector verticals we proudly serve include State Agencies, Cities, Counties, Law Enforcement, K-12 School Districts, Special Districts, Courts, and Higher Education.

Tradeshows & Conferences

MCCi attends over 60 conferences each year targeting the above segments. At these events, we have a booth where we provide informational marketing materials and a team of experts ready to discuss attendees' toughest automation challenges. Besides the booth, we actively look to secure speaking engagements to establish thought leadership and educate the market on our products and services. We also sponsor welcome receptions, coffee breaks, or other conference-related items to increase brand awareness.

We have built strong partnerships with the conference organizers/associations. We have other touchpoints with their members throughout the year, so we are building brand awareness and keeping momentum outside of the annual events. For example, they may promote our content or upcoming webinars in their e-newsletters to sponsoring member webinars. Some of our core partnerships include: IIMC (<https://www.iimc.com/>), GMIS (<https://www.gmis.org/>), and TAGITM (<https://www.tagitm.org/>).

Content Marketing

MCCi establishes thought leadership and generates inbound leads through publishing content (white papers, infographics, eBooks, guides) and hosting webinars. We host 1-2 webinars each month and promote these to our database of contacts through marketing automation. We also use marketing automation and lead scoring to promote content based on where our audience is in their buyer's journey. We often will syndicate this content with conference organizers/associations mentioned above and industry publications like GovTech, StateScoop, and The Learning Council.

Examples of a few pieces of content: [The Future of Work in Government](#), [Administrative Secrets to Laserfiche 11](#), [Benefits of Low-Code and No-Code Business Process Automation Platforms](#), [Cabarrus County Extends Laserfiche Capabilities, Wins Awards](#)

Digital Marketing

We generate leads by bidding on keywords that represent what we do and then target those who search for our products and services. If someone is searching for digital transformation consulting services for government agencies, we want MCCi's website to be first in their search results.

We have a presence on social media. We share and promote our thought-leadership content and re-target leads with ads from our sales funnel.

We maintain [our website](#) and engage in search engine optimization to help us rank organically in search results for key terms. As part of our website strategy, we maintain pages dedicated to DIR constituents who would like to learn more about our current contracts:

We partner with digital publications that serve our audience and purchase advertising on their sites and/or e-newsletters. We advertised with GovTech, Learning Counsel, and StateScoop in 2021.

Direct Sales

Our sales organization actively prospects to state and local government. We have both mid-market and enterprise teams that will promote this contract and serve NCPA constituents.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.

MCCi is familiar with NCPA and has been working with the organization for several years. Since being awarded the contract with NCPA, we feel we have a close working relationship, and our team will need no introduction.

DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG / ORDERING WEBSITE.

Due to the many solutions MCCi provides, it would be too complex to offer an "online catalog/ordering website," but our recently redesigned website will assist our clients or potential buyers to easily find solutions to fit their needs. On the MCCi website, you will find solutions, insights, company information, events, and support. Contact information is on every page, along with a chat button for quick answers to any questions. In addition to the website, we have a landing page with NCPA that includes all pertinent information and discounts for easy viewing by prospective clients.

DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT (HOURS OF OPERATION, NUMBER OF SERVICE CENTERS, ETC.)

MCCI SUPPORT

Clients of MCCi gain a relationship between our staff and their organization to make their product implementation successful and the usage of their product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Clients will work with their Account Executive and Account Manager in the pre-project phase, and they will continue to support the client throughout their relationship with MCCi. They will assist in pre-implementation processes and be a resource for you for questions and answer and be in touch throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

MCCi does provide continued technical support for all MCCi applications. Clients can designate several individuals who are to be the technical support contacts. There is no limit on the number of technical support calls that can be made. Customers may contact MCCi support via the online support center, email (support@mccinnovations.com), or telephone (866-942-0464). Several support reps work to cover extended support hours, in addition, 1-2 reps are on call for 24/7 support clients. Normal/Extended support hours are 8am-8pm EST, 24/7 on call and weekend support is also available. For organizations that require immediate response times and resolution, MCCi offers an add-on Service Level Agreement (SLA). The purpose of this service is to provide priority access and urgent response times for issues.

GREEN INITIATIVES

AS OUR BUSINESS GROWS, WE WANT TO MAKE SURE WE MINIMIZE OUR IMPACT ON THE EARTH'S CLIMATE. WE ARE TAKING EVERY STEP WE CAN TO IMPLEMENT INNOVATIVE AND RESPONSIBLE ENVIRONMENTAL PRACTICES THROUGHOUT NCPA TO REDUCE OUR CARBON FOOTPRINT, REDUCE WASTE, ENERGY CONSERVATION, ENSURE EFFICIENT COMPUTING AND MUCH MORE. TO THAT EFFORT WE ASK RESPONDENTS TO PROVIDE THEIR COMPANIES ENVIRONMENTAL POLICY AND/OR GREEN INITIATIVE.

Going green is not a concept that is new to our society. Most people have been recycling and conscious of the environment for years. The term "going green" has recently taken on a new meaning. It's no longer just about helping the environment; it's about setting a good example as a sustainable company. We at MCCi have set out to be the best example of going green as a completely paperless company. You won't find a filing cabinet or even desks with piles of paper on them anywhere in our office. Going paperless is the foundation of our company and culture. Our goal is to free people from paper processes with electronic records and document management

systems, just as we have done for government agencies nationwide. As our company grows, we continue our efforts in assisting our clients to become paperless and implement processes to eliminate waste. Our mission of providing Digital Transformation will continue to assist our clients to eliminate wasteful processes and engage digital copies and processes rather than the old style of paper copies. MCCi also provide scanning services that assist clients in achieving full digitization of their old files to eliminate the need for massive storage facilities to house documents. Our corporate location utilizes several energy saving measures, such as motion sensor lighting to further our green initiatives.

ANTI-DISCRIMINATION POLICY

It is the policy of MCCi to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity. The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense. MCCi's HR Director has been assigned as the Affirmative Action Officer and will monitor the implementation of our affirmative action program, policy, and plan.

VENDOR CERTIFICATIONS

PROVIDE A COPY OF ALL CURRENT LICENSES, REGISTRATIONS AND CERTIFICATIONS ISSUED BY FEDERAL, STATE AND LOCAL AGENCIES, AND ANY OTHER LICENSES, REGISTRATIONS OR CERTIFICATIONS FROM ANY OTHER GOVERNMENTAL ENTITY WITH JURISDICTION, ALLOWING RESPONDENT TO PERFORM THE COVERED SERVICES INCLUDING, BUT NOT LIMITED TO, LICENSES, REGISTRATIONS, OR CERTIFICATIONS. CERTIFICATIONS CAN INCLUDE M/WBE, HUB, AND MANUFACTURER CERTIFICATIONS FOR SALES AND SERVICE.

From growth as a company to our client's success, at MCCi, LLC. we are achieving great things. Below are just a few recognitions that have been awarded.

- LaserFiche – In 2021 we were awarded Diamond Level Laserfiche Solution Provider for the second year in a row. This award recognizes extraordinary growth achievements and is the highest honor for a Solution Provider. MCCi's going on 19 years as a Laserfiche solution provider for 2022.
- Blue Prism – MCCi received the Regional Public Sector of the Year Partner Excellence Award for 2021!
- Engaging Local Government Leaders (ELGL) Haverford List – MCCi has been recognized as #1 out of the Top 25 companies and organizations serving local government.
- INC. Magazine – MCCi is ranked number 3,660 on its annual Inc. 5000 list for 2021, the most prestigious ranking of the fastest-growing private companies in the United States. This is our fourth year achieving this honor.

MCCi can conduct business in all states. Please see the attached letters from our partners regarding our ability to conduct business nationwide. Any additional documentation can be provided upon request.

October 18, 2022

To Whom It May Concern:

MCCi, LLC is an authorized certified Laserfiche Solution Provider and has been so for over two decades. MCCi, LLC has won many accolades over the years at Laserfiche's annual Winner's Circle for Solution Providers. If you have any questions, please feel free to call or email Associate Director - East, Alex Matos at (562) 676-6367 and alex.matos@laserfiche.com.

Regards,



Wylie Strout
General Counsel

TAB 5 - PRODUCTS AND SERVICES

WARRANTY

APPLICABLE WARRANTY AND/OR GUARANTEES OF EQUIPMENT AND INSTALLATIONS INCLUDING ANY CONDITIONS AND RESPONSE TIME FOR REPAIR AND/OR REPLACEMENT OF ANY COMPONENTS DURING THE WARRANTY PERIOD.

Services Warranty

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the solution in a professional and competent manner.

MCCi's provision of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. 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 applicable Order, 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 cure any such deficiencies. After completing any such cure, 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.

MCCi does not warrant that the services or deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this section 11. If the services fail to conform to the foregoing warranty in any material respect or to the specification set forth in an order, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi 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 MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi 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 MCCi. MCCi 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 MCCi has no liability associated therewith.

Except as expressly provided in this section 11, MCCi 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 MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

General Warranty.

MCCi 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 MCCi agrees that Client may be a publicly traded company and MCCi shall

instruct MCCi 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) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

AVAILABILITY OF REPLACEMENT PARTS

Not Applicable as MCCi is a software-based company.

LIFE EXPECTANCY OF EQUIPMENT UNDER NORMAL USE

Not Applicable as MCCi is a software-based company.

DETAILED INFORMATION AS TO PROPOSED RETURN POLICY ON ALL EQUIPMENT

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

PRODUCTS

VENDOR SHALL PROVIDE EQUIPMENT, MATERIALS AND PRODUCTS THAT ARE NEW UNLESS OTHERWISE SPECIFIED, OF GOOD QUALITY AND FREE OF DEFECTS

Not Applicable as MCCi is a software-based company.

CONSTRUCTION

VENDOR SHALL PERFORM SERVICES IN A GOOD AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR THE SERVICE PROVIDED.

MCCi represents and warrants that it will perform all services in a timely, professional, and workmanlike manner, with a level of care, skill, practice, and judgment consistent with best industry standards and practices. MCCi uses personnel with qualifications, proficiency, and experience and will devote resources to meet all obligations.

We are fanatical about client success. Success starts with our eagerness to understand our clients’ goals.

We do the right thing. Always. We care deeply about serving our clients and maintaining a solid reputation for always doing what’s right – even when it’s not easy. We know that the work we do has a big impact on our clients’ lives and are committed to doing our work with the highest level of integrity and character.

We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

We are unreasonably picky about our teammates. We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally and personally.

As referenced in the Master Agreement, MCCi (including any MCCi Order Fulfiller) and Participating Agency will enter into supplemental terms and conditions as part of establishing a new contract and for subsequent orders related to this NCPA contract.

1. CATEGORIES

CATEGORY	PROPOSED SOLUTION
Enterprise Content Management	Laserfiche
Workflow	Laserfiche
Records Management	Laserfiche
Records Storage	Laserfiche
Document Imaging	MCCi's Scanning Services
Document Management	Laserfiche
Data Backup & Recovery	Laserfiche & MCCi's Managed Cloud
Secure Shredding	MCCi's Scanning Services
Web-Form Software	Laserfiche & OneSpan
Mobile Device Management	Laserfiche
Document Process Automation	Laserfiche, Abbyy, OneSpan, JustFOIA

LASERFICHE OVERVIEW

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

Where to start. MCCi leverages and recommends the Digital Transformation Model: an industry-accepted five-phased approach to transforming your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model guides whether you are one department or looking to go enterprise wide.



Select a solution. In 1999, we searched for a solution with company stability, growth, and service commitment to clients. In our search for the best overall Content Services platform, Laserfiche stood out as a solution that meets clients' demands while being economical, scalable, and usable. Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with clients' existing solutions. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:



USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows clients to control and administer the security of their documents. Clients determine what functions, such as scanning and printing, each staff member may use.

INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of documents; if users need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

INTEGRATION

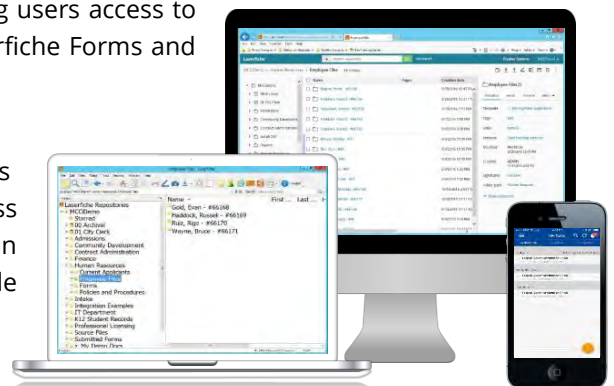
Laserfiche is the central repository for records in clients' organizations and allows them to integrate other main line-of-business solutions easily. Whether clients are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to their records.

E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure users can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give clients' outside citizens/customers access to records through the web to promote transparency and decrease records requests.



LASERFICHE AVANTE

With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Avante provides an easy-to-use, cost-effective platform that enables efficiency and optimizes the decision-making process with the right content in the right hands at the right time.

As an organization continues to grow, Laserfiche offers an upgrade path to the enterprise Rio platform that provides additional robust capabilities.

Each Laserfiche Avante System and Full Named User includes:

- One (1) Laserfiche Application Server & Repository
- Windows, Web, and Mobile Clients
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Integration with Microsoft Office

LASERFICHE RIO

By providing unlimited document repositories and servers, Laserfiche Rio supports development, testing, staging, and production, putting clients in complete control of their business processes and system design. With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Rio provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

Each Laserfiche Rio System and Full Named User includes:

- Unlimited Laserfiche Application Servers
- Unlimited Laserfiche Repositories
- Windows, Web, and Mobile Clients
- Laserfiche Advanced Audit Trail
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Digital Signatures
- Laserfiche Discussions
- Laserfiche Integration with Microsoft Office

LASERFICHE SUBSCRIPTION

Unlike purchased perpetual licensing, Laserfiche Subscription lowers clients' initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting clients in complete control of their business processes and system design.

LASERFICHE CLOUD

Similar to Laserfiche Subscription, Laserfiche Cloud lowers initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes.

The Laserfiche Cloud license introduces a straightforward annual fee, including software licenses, hosted storage, technical support, and software updates.

LASERFICHE LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE		
	Avante	Rio
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
FULL USE ACCESS LICENSES		
Full Named Users	Minimum of 1	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
LIMITED USE ACCESS LICENSES		
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
MODULE BASED LICENSES		
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

*Licensed by total number of users (Named, Participant, Community and Education).

LASERFICHE DEFINITIONS

LASERFICHE WORKFLOW

Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.

LASERFICHE SNAPSHOT

Print directly into Laserfiche, capturing a “snapshot” of the electronic file at the time. These files are saved in TIFF format, an unalterable image.

LASERFICHE EMAIL PLUG-IN

Allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is included in every Full User and Retrieval User license.

LASERFICHE WEB CLIENT

A web-based thin client, offering virtually all document management capabilities of the standard Laserfiche interface. Web Client allows the client’s IT staff to roll out high-volume Laserfiche access and version updates without increasing the client’s organization’s application support burden. Web Client also includes access to Laserfiche Mobile and the Laserfiche SharePoint Integration resources.

LASERFICHE SHAREPOINT INTEGRATION

The SharePoint Integration (SPI) is built on the power of Laserfiche Web Access, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE MOBILE/WEB CLIENT LIGHT

Allows organizations to access the features of the Laserfiche Client through a smartphone or tablet. They can remotely capture, edit, and search for documents, interact with Laserfiche Forms, and start/participate in a business process. Mobile is available for iOS, Windows, and Android devices. Laserfiche Web Client or Laserfiche Forms is required for any/all mobile access options.

LASERFICHE DIGITAL SIGNATURES

A way of indicating that a document signature is authentic and has not been modified since the signature was applied. Allows users to automatically sign and validate documents directly in the Laserfiche Client or Laserfiche Web Access.

LASERFICHE AUDIT TRAIL MODULES

STARTER EDITION

Tracks basic events that occur in the repository and that involve accessing, modifying, or exporting data. Basic events include creating, editing, printing, or deleting documents, creating annotations, and assigning metadata.

STANDARD EDITION

Builds on the Starter Edition by tracking additional security/access-related events, and unsuccessful attempts to perform actions, such as failed attempts to access or print documents.

ADVANCED EDITION

All the functionality of the other two editions, and tracks more events including password changes, creation or modification of users and groups, and changes to repository-wide settings. It can also track all searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

LASERFICHE SCANCONNECT™

A collection of ISIS scanner drivers is included with Laserfiche ScanConnect™. ScanConnect™ can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

LASERFICHE FORMS

Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:

- Create custom forms from a library of field or selection elements.
- Utilize the Business process library (Laserfiche Forms version 10.1 or later) which includes a digital library of prebuilt form templates designed for easier process automation deployment
- Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
- Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	■	■
Operational Dashboard	■	■
View basic reports on process instances, tasks, and process data	■	■
Teams	■	■
Direct Approval through Email	■	■
Database Lookups		■
Performance Dashboard		■
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		■
Create advanced reports with data visualizations including charts and graphs		■
Payment Gateway (Compatible Payment Processor Account Required)		■

* Includes JavaScript/CSS, field rules, and form themes

LASERFICHE FORMS PORTAL MODULE

The Forms Portal license allows form submission from unlicensed (public) users. Forms Portal is designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), Enterprise Forms Portal or multiple Forms Portal licenses are required.

LIMITED USE ACCESS LICENSES

Laserfiche offers limited use and more affordable licensing options for clients in need of only a subset of modules/features for a particular use case and/or group of users. The benefits of each option listed below is only available if purchased by the client as defined in the Pricing section.

RETRIEVAL NAMED USERS

For users in need of read-only repository access. The Laserfiche email plug-in is included, and access is available through the Laserfiche Client or Laserfiche Web Access.

LASERFICHE PARTICIPANT USERS

For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms, complete forms task, view shared report snapshots, and view documents in the repository.

SUBSCRIPTION LASERFICHE PARTICIPANT USERS

For employees in need of read-only repository access and the ability to participate in forms processes.

SUBSCRIPTION LASERFICHE COMMUNITY USERS

For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e., Vendor Management).

SUBSCRIPTION LASERFICHE EDUCATION USERS

For accredited educational institutions that meet the requirements listed. Licenses are reserved for the education community including faculty, students, alumni, and parents and guardians of students. Faculty includes professors (assistant, adjunct, associated, tenured), lecturers, and researchers. Provides read-only repository access and ability to participate in forms processes.

- **Educational Institutions:** Defined as an accredited school organized and operated exclusively for educational purposes. An accredited school must be:
 - A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the US Department of Education and/or the State Board of Education.
 - A preschool that meets all of the following:
 - is an early childhood program that serves a minimum of ten children ages 2-5
 - has been in operation for at least one (1) year and provides educational services
- **Administrative Offices or Boards of Education:**
 - A district, regional, or state administrative offices of public educational institutions.
 - Administrative entities organized and operated exclusively for the administration of private educational institutions.
 - Other state or local government entities, nearly all of whose activities consist of administrative support, of a nature that advances academic learning for public educational institutions.
 - Administrative offices or boards of education of educational institutions: defined as district, regional, and state administrative offices of the foregoing educational institutions defined above.
- **Full- and part-time faculty and staff of educational institutions:**
 - Defined as all full and part time faculty and staff of educational institutions defined above
- **Full- and part-time matriculated students of higher education institutions:**
 - Defined as full and part-time matriculated students of a higher education institution defined as a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the State Board of education and/or the U.S. Department of Education.

LASERFICHE IMPORT AGENT

Automatically retrieves files stored in a Windows folder and imports them into a Laserfiche repository, performing OCR as part of the process.

LASERFICHE PUBLIC PORTAL - WEBLINK™

The WebLink™ module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Built on ASP Microsoft .NET Framework, WebLink™ can be customized to match the look and feel of an organization's Internet or intranet site.

LASERFICHE RECORDS MANAGEMENT

The Records Management module allows for managing the complete life cycle of records in Laserfiche to include retention schedule management, legal holds/record freezes, disposition, and vital record management, etc.

LASERFICHE QUICK FIELDS (QF) BATCH PROCESSING TOOLS

High volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:

QF BAR CODE VALIDATION PACKAGE

The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

QF REAL-TIME LOOK UP VALIDATION PACKAGE

Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.

QF ZONE OCR VALIDATION PACKAGE

The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determining document names, or determining file location.

QF FORMS ALIGNMENT

Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.

QF DOCUMENT CLASSIFICATION

Designed for clients who handle multiple forms and document types.

QF AUTO STAMP/REDACTION/BATES NUMBERING

A document auto-numbering annotation option.

QF OPTICAL MARK RECOGNITION

Detects handwritten information, including marks on surveys.

QF AGENT

Enables administrators to schedule QF processing without operator intervention.

QF FORMS IDENTIFICATION

Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.

QF FORMS EXTRACTOR

Removes form outlines to isolate data for more accurate capture.

QF SCRIPTING KIT

Offers a QF script editor, allowing developers to write C# and VB Microsoft .NET Framework Scripts.

LASERFICHE ENTERPRISE IDENTITY MANAGEMENT SUBSCRIPTION

The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.

LASERFICHE SUBSCRIPTION LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint Federated Search	Included	Included	Included
Integration with DocuSign	Not Available	Included	Included
Integration with LaserApp	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

LASERFICHE SUBSCRIPTION DEFINITIONS

LASERFICHE SUBSCRIPTION

Laserfiche Subscription licensing is a self-hosted subscription license and allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient, and designed to help the client's organization scale. With Laserfiche Subscription, the client has the flexibility to manage licenses based on user roles or expected growth so they can easily scale their deployment within their organization. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables users to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into the client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though the client had printed the document and then scanned it back into Laserfiche but allows them to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows the client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE STARTER SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **ScanConnect™:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE PROFESSIONAL SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
 - Create custom forms from a library of field or selection elements.
 - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
 - Create role-based security to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields is included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.

LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche server can be performed.

LASERFICHE BUSINESS SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
 - Create custom forms from a library of field or selection elements.
 - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment.
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
 - Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.

- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Enterprise Identity Management:** The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms. Laserfiche Business Subscription comes with three (3) installations of Forms Portal.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals. Laserfiche Business Subscription comes with three (3) sandboxes.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from their forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
App. Servers/Repositories	1	1	1
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 5	Minimum of 25
100 GB Storage Per User	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Direct Share	Included	Included	Included
Automated/Encrypted Backups	Included	Included	Included
Intrusion Detection	Included	Included	Included
Automated Feature and Security Updates	Included	Included	Included
Import Agent w/Email Archiving	Included	Included	Included
Process Automation	Not Available	Included	Included
Connector	Not Available	Included	Included
Surveys	Not Available	Included	Included
Records Management	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Invoice Smart Capture	Not Available	Add-on Option	Add-on Option
Workflow Bots	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
Vault	Add-on Option	Add-on Option	Add-on Option
ScanConnect	Add-on Option	Add-on Option	Add-on Option
SDK	Not Available	Add-on Option	Included
Public Portal (WebLink) †	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
Forms Portal †	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with Ellucian Ethos	Not Available	Add-on Option	Add-on Option
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

* A sandbox environment includes 10 users, laserfiche directory server and any additional add-ons purchased, such as portals.

LASERFICHE CLOUD DEFINITIONS

LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud the client can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support and software updates. The licensing option provides the SaaS solution hosted on Amazon Web Services. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables Client to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into Client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though Client had printed the document and then scanned it back into Laserfiche but allows Client to skip the step of making a physical printed copy.
- **Direct Share:** Allows Client to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When Client sends documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. One can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content was viewed, and a repository administrator can see the status of who shared it, with whom, and if and when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows Client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up six (6) times a day with the most recent three (3) backups available for a minimum of 14 days.
- **Multi-Factor Authentication:** Multi-factor authenticated can be enabled for a Laserfiche Cloud user account.
- **Single Sign-On:** Laserfiche Cloud supports single sign-on with Active Director Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE CLOUD STARTER ADD-ONS

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These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD PROFESSIONAL

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. Those tools include:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines and more.
 - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
 - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
 - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
 - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
 - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
 - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
 - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
 - Read barcodes on documents as part of automated workflows to better streamline document capture.
 - **Starting Events:** Define how and when processes start.
 - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
 - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.

- **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD PROFESSIONAL ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
 - **Note:** Only one (1) security profile is included.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE CLOUD BUSINESS

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines, and more.
 - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
 - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
 - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
 - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
 - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
 - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
 - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
 - Read barcodes on documents as part of automated workflows to better streamline document capture.
 - **Starting Events:** Define how and when processes start.
 - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
 - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.
 - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from

DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
 - **Note:** Only one (1) security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE INTEGRATIONS DEFINITIONS

LASERFICHE CONNECTOR

Provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows Client to:

- Search results that will automatically open in the Laserfiche Client, Web Access, or WebLink.
- Scan and automatically populate metadata with information from a third-party application.
- Import and automatically populate metadata with information from a third-party application.
- Connect two (2) applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

Provides the tools and documentation necessary for customizing Laserfiche and integrating Laserfiche with other applications.

LASERFICHE INTEGRATOR GP

Empowers Great Plains users to scan, search and link supporting documents in Laserfiche directly from the Great Plains menu bar.

LASERFICHE ENERGOV INTEGRATION BY MCCI

The Laserfiche EnerGov integration offloads the storage of documents from EnerGov to Laserfiche. This allows users to seamlessly store documents that would normally be saved in EnerGov, directly to their Laserfiche system. The integration makes use of the native EnerGov interface for attaching documents. The integration also allows meta-data associated with the EnerGov record to be tied to the entry in Laserfiche. Users wishing to view uploaded documents can do so through the existing EnerGov Interface. Please see "Client Deliverables" for other features available/dependent on EnerGov configuration settings. Each of the following areas are available in the integration configuration settings:

- | | | |
|---------------------------|-------------------------------|---------------------------|
| ▪ EnerGov Application | ▪ EnerGov Invoice | ▪ EnerGov Inspection Case |
| ▪ EnerGov Inspection | ▪ EnerGov Exam Sitting | ▪ EnerGov Exam Request |
| ▪ EnerGov Rental Property | ▪ EnerGov Individual License | ▪ EnerGov Object Case |
| ▪ EnerGov Business | ▪ EnerGov Business License | ▪ EnerGov Citizen Request |
| ▪ EnerGov Plan | ▪ EnerGov Payment | ▪ EnerGov Code Case |
| ▪ EnerGov Permit | ▪ EnerGov Permit Renewal Case | ▪ EnerGov Project |
| ▪ EnerGov Parcel | ▪ EnerGov Global Entity | ▪ EnerGov Impact Case |

PLATFORM AND LICENSING REQUIREMENTS

The EnerGov integration can operate by using two (2) different Laserfiche user licensing options.

- **Recommended:** Utilization of Laserfiche "Keyed Integrator's License for EnerGov", which allows for up to 25 (higher volume packages can be purchased) concurrent connections to Laserfiche. This is the Laserfiche licensing approach recommended. Note that the Keyed Integrator's license is only available for the Laserfiche Avante or RIO platforms.
- **Utilization of current Laserfiche licensing:**

- **Laserfiche Avante or RIO platforms:** A single named user can be used to connect to the Laserfiche server. This user is limited to four (4) concurrent connections at a time, and is the max amount allowed with Laserfiche Avante and RIO platforms.
- **Laserfiche Classic (Team or United) platforms:** A user account can be used to connect to the Laserfiche server; however, it will potentially consume all available concurrent licenses and limit the use of Laserfiche outside of the EnerGov integration. It is recommended that Client upgrades to the Avante or RIO platform, rather than take the risk of utilizing the integration and not having control of license consumption within the Laserfiche Classic (Team or United) platform.
- **EnerGov Compatible Platforms:** The Laserfiche EnerGov Integration is compatible with EnerGov Self-hosted currently. A future release is planned for the EnerGov Cloud platform.
- **EnerGov Licensing Requirements:** EnerGov clients must confirm with EnerGov, their ownership of the needed SDK, API, and/or general EnerGov licensing requirements related to this integration.

ESRI ARCGIS® INTEGRATION FOR LASERFICHE

This is a basic ArcGIS integration that is developed and maintained by a MCCi partner. It allows for easy interaction between the ArcGIS interface and a Laserfiche repository, by allowing users to upload documents to Laserfiche straight from the ArcGIS interface and view any related documents/folders via Laserfiche Weblink or Laserfiche Web Access (requires Laserfiche licensing for Laserfiche Weblink or Web Access). The dynamic ArcGIS map will auto-populate, indicating which features on the map have documents associated with them in Laserfiche.

LT SYSTEMS LASERFICHE INTEGRATION

LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems. Additionally, there is an automated service that archives Warrants as single documents with the associated metadata, directly from LT systems to Laserfiche.

DOCUSIGN INTEGRATION OPTIONS

LASERFICHE INTEGRATION WITH DOCUSIGN

The Laserfiche Integration with DocuSign enables users to initiate a signing process from within Laserfiche Web Access. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Also, once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

CITIES DIGITAL DOCUSIGN INTEGRATION

With this integration, users can open documents from Laserfiche, place recipient specific tags (such as signature/initial boxes) in documents and email them out. Recipients will be notified of the signature requirements via email - and once the document is signed and emailed back, both sent and signed documents will then automatically be archived in Laserfiche, with appropriate metadata applied. Users are able to:

- Open documents in the DocuSign® editor from Laserfiche
- Send documents to one person or to multiple recipients.
- Have returned, signed documents automatically archived in Laserfiche®, linked to and stored in the same location with the original document.
- Easily incorporate signature processes as part of an internal process/workflow.
- Request Signatures using the DocuSign® Activity Workflow.
- Drag activity into the designer and configure properties the same way users would use other Workflow Activities.

ASSUMPTIONS

- Client is responsible for providing their own DocuSign license, Public IP, SSL/TLS certificate and DocuSign “Connector” Feature. Client must have TLS 1.2 configured on all Laserfiche servers.

LASERFICHE POWERPACK BY MCCI

MCCI’s PowerPack for Laserfiche is a robust suite of add-on features for Laserfiche, built by MCCI’s development team. The PowerPack enhances Client’s Laserfiche experience and adds additional functionality to include:

- Scheduling server-side OCR jobs without the need for advanced Laserfiche modules.
- Scraping, automatically, an email inbox to pull emails in to Laserfiche, for archival purposes or to kickoff Business Process Automations.
- Utilizing custom workflow activities, such as the ability to do server-side generation of Laserfiche Images from PDFs.

These features and many others are available with Client’s PowerPack subscription, and new features are added regularly. Client’s implementation Project Manager will consult with Client on the add-ons available and discuss which features make sense to install and configure within the scope of Client’s current project, as well as for near-term additional projects. Client’s Project Manager will install and configure the PowerPack features that are immediately useful to Client’s current Laserfiche needs.

ANALYTICS DASHBOARD & REPORTING

PowerPack’s Analytics Dashboard allows Client to have a better understanding of Client’s Laserfiche system content. An easy-to-use central dashboard lets Client see useful information about Client’s repositories such as number and size of Client’s documents, who is creating the most content, where Client has duplicates, and much more. It identifies:

- Dashboard & drilldown reports
- Document types, counts, and size.
- Volume size and document counts.
- Documents created by user.
- Duplicates.

OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction.

- This is an installed application, generally on a server, that runs as a service that schedules a user to log in to the repository and extract text from documents in a specified folder.

CUSTOM WORKFLOW ACTIVITIES

MCCI has built custom workflow activities to extend the power of the workflow module. Once installed, these activities look the same as the workflow activities that come with Laserfiche but give Client advanced capabilities that Laserfiche does not currently provide. Examples include:

- **PDF TO TIFF**
This activity takes a PDF document within Laserfiche and creates a new TIFF image from it. By combining with other existing workflow activities, users can dynamically choose the input and output path of these documents and merge these documents together while copying metadata and security settings.
- **EMAIL ARCHIVAL**
This is a set of email-related activities that give workflow the ability to connect to a single email account and perform a variety of functions. Get email counts, store email attachments, store full email, use email data to trigger workflows actions or apply to templates, and more.
- **SET OF 7 WORKFLOW ACTIVITIES:**

1. **Create E-Mail Connection:** Activity that sets up an IMAP connection for an email address. The connection can then be used in other PowerPack E-Mail activities.
2. **Retrieve E-Mail List:** Activity retrieves a list of email identifiers for the account specified in the IMAP Connection field
3. **Retrieve Single E-Mail:** Activity gets information about an IMAP E-Mail message item
4. **Store E-Mail:** Activity downloads an email in a *.eml format to the Laserfiche Repository
5. **Retrieve E-Mail Attachment:** Activity that retrieves information about an E-Mail attachment
6. **Store Attachment:** Activity that downloads an attachment from a specified IMAP account given an E-Mail ID and Attachment ID
7. **Mark Mail Message:** Activity sets whether an IMAP message is marked as read or unread and can also move the email to a subfolder in the email inbox

LASERFICHE NEOGOV INTEGRATION BY MCCi

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" Client's NEOGOV documents from Client's cloud based NEOGOV implementation to Client's Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near Client's Laserfiche environment. This endpoint must be able to reach Client's Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to Client's environment.

The Laserfiche NEOGOV integration currently works with the NEOGOV Insight and Onboard modules.

CLIENT REQUIREMENTS

- Client must have the NEOGOV Insight and/or Onboarding module(s) to make use of this integration.
- Client must have a named user license allocated for this integration to use for uploading records.
- Client must give MCCi access to Client's Laserfiche environment to install MCCi's Common Web Service Endpoint.
- The listener Endpoint must be on a server that can be accessed by the NEOGOV Document Management Service and is often deployed to Client's DMZ environment.
- This listener service must be able to transfer received documents to Client's Laserfiche server over port 80 or 443.
- Client must separately procure and install their own SSL/TLS Certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

MCCi COMMON WEB SERVICE API FOR LASERFICHE

The MCCi Common Web Service API (CWSAPI) for Laserfiche is a restful web service integration API built by MCCi on top of the Laserfiche Software Development Kit. The services allow for basic document creation, deletion, modification, and retrieval using JSON-formatted restful calls, initiated from external applications. Use of the CWSAPI requires appropriate user licensing through named users or a keyed integrator license purchase through Laserfiche.

GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION

The GoFiche Integration Suite is a unique set of integration tools, offered exclusively by MCCi. Features include:

- GL look-up and GL coding
- GL Site Distribution within Laserfiche

- Processed invoice data uploads with audit reports
- Invoice review and approval process via Laserfiche Forms interface
- Ability to utilize Laserfiche Web client for integration capabilities

REQUIREMENTS

- Laserfiche 10.4.x or higher
- One dedicated Laserfiche Avante/RIO/Subscription Full User License
- Laserfiche Forms Professional Licensing; Licensing is required for all users that client intend to use
- Note that GoFICHE is not currently available for Laserfiche Cloud.

2. PRODUCTS AND SERVICES

2.1 DISCOVERY.

DISCOVERY/ASSESSMENT OF EXISTING RECORDS, SYSTEM, AND POLICIES/PROCEDURES SHALL INCLUDE DISCOVERY/ASSESSMENT SESSIONS IN ORDER TO DEVELOP A DETAILED ASSESSMENT AND STRATEGIC ROADMAP FOR A COMPREHENSIVE RECORDS MANAGEMENT PROGRAM.

MCCi's team will work alongside the Client's Records Manager and participating departments to conduct discovery and requirements gathering sessions. Together they will plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Artifacts, including the Document Type Matrix, created during this process will be utilized to build the repository structure according to Laserfiche Best Practices for Records Management. The Document Type Matrix provides a standardized method for MCCi to collect document types, create appropriate and consistent naming conventions, a logical folder path, and metadata fields to support each of these requirements. Based on discovery sessions, an MCCi System Engineer will create templates, Record Series, and accommodations for Transparent Records Management. All records series will be set to follow the retention schedules provided and approved by the Client based on discovery.

2.2 TASKS.

A. ON-SITE ASSESSMENT/DISCOVERY INTERVIEW SESSIONS, WITH TEAMS FROM PARTICIPATING AGENCY'S DEPARTMENTS/DIVISIONS, TO IDENTIFY RECORD REPOSITORIES AND PROCESSES THAT RESULT IN THE GENERATION OF RECORDS FROM THE FOLLOWING DEPARTMENTS.

During the requirements gathering\discovery phase of the project, MCCi can come onsite to interview staff from each of the departments that will use Laserfiche. It is best to have people from multiple "roles" attend these sessions to provide a well-rounded and detailed description of all documents and systems used, as well as business processes and challenges currently experienced with the existing practices. We will seek to have a comprehensive understanding of the way business is currently done and several details about all documents involved. We will seek to understand the full document life cycle (how it gets created, how it is used/retrieved, retention requirements, metadata\indexing requirements, workflow requirements, and access\security requirements). We will compile this collected information into a document matrix that will be used as a blueprint for configuring the system.

MCCi will use this discovery process to identify both short-term objectives that will be implemented as part of the initial roll-out, and longer-term opportunities to leverage Laserfiche for further improvements in the future.

MCCi's Project Team will work alongside the Client's Records Manager as well as participating departments to conduct discovery and requirements gathering sessions to plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Based on this information, additional filing workflows may be created depending on the established scope of the project. Additionally, the document types identified in the Document Matrix may fit in to some workflow or business process and the requirements for that process will be established or further clarified.

B. ASSESS CURRENT RECORDS REQUIREMENTS BY THE PARTICIPATING AGENCY AND TYPES OF RECORDS GENERATED (E.G., DATA, DOCUMENTS, MESSAGES, HARDCOPIES, ELECTRONIC/SOFT COPIES, ETC.)

Before implementing an enterprise-wide Electronic Records Management system, it is important for a Records Program and Records Policies to be in place. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. The assigned MCCi Project Team will perform consultations, including a review of current document organization and retrieval practices to determine desired indexing

methods, security rules, and other basic system set up needs. Once this information has been gathered and provided to the MCCi Project Manager, the basic folder structure, document naming conventions, and template set-up will be configured according to the client's needs.

Areas of review include:

- Review of current data structure (folder structure, indexing, etc.)
- Security review
- Current paper/electronic Forms review
- Interviews with departments not using Laserfiche Integration/Mobile Access Needs

C. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

During discovery and assessment, the MCCi Project Team will focus on accessibility through imaging and indexing historical non-active records and active records. MCCi will work to help eliminate paper processes and maintain the day-forward active digital records. It is important to lay this foundation up front so that all records (both day-forward and legacy) will maintain a consistent filing system throughout the implementation.

D. CURRENT TAXONOMY AND METADATA IMPLEMENTED.

MCCi will conduct discovery and review of existing client processes and documents. Through requirements gathering meetings, MCCi will actively consult with client stakeholders to develop the taxonomy for metadata, templates, record series, and folder structure that will be implemented in Laserfiche.

E. EXISTING DATA INVENTORY SYSTEMS FROM OFFSITE RECORD STORAGE PROVIDERS.

Any offsite content that was previously captured would be available for review. Similar to managing records stored on network file shares, Laserfiche can manage the retention of records whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

F. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

See response to 2.2.C above

G. EVALUATION OF ADHERENCE TO THE CURRENT RETENTION SCHEDULE/RECORD DESTRUCTION POLICY - IDENTIFICATION AND EVALUATION OF RECORDS GENERATED (HARD COPY AND/OR ELECTRONIC) - APPLICABLE FEDERAL, STATE, AND LOCAL LAWS/REGULATIONS.

Records management is vital to the success of any organization. An electronic records management system that has been certified to meet stringent requirements for both organizing file structures and plans (DoD 5015.2) and reliably preserving data for years to come (VERS) is essential to keeping your information assets organized, safe and secure.

DOD 5015.2 - DoD 5015.2 outlines the baseline functionality required for records management applications used by the U.S. Department of Defense and has been endorsed by the National Archives and Records Administration (NARA) as an “adequate and appropriate basis for addressing the basic challenges of managing records in the automated environment that increasingly characterizes the creation and use of records.” **Laserfiche Records Management has been DoD 5015.2 certified for over 10 years** (now on version 3), unlike many of the solutions on the market.

- **VERS** - Laserfiche’s powerful features safeguard records and ensure long-term data preservation with a standard format that meets Victorian Electronic Record Strategy (VERS) V2 requirements.
- **Regulatory Compliance** - Laserfiche Records Management also enables regulatory compliance with regulatory mandates such as SEC, FINRA, FOIA, HIPAA and more.

- **Combination of all the above:** Laserfiche Records Management is a system that has achieved full compliance with both VERS and DoD 5015.2. It is guaranteed to provide a multi-faceted set of information governance tools that manage document lifecycle from initial capture to long-term archival. These tools will break down information silos will ensure that information is accessed in a prudent and compliant way.

H. CURRENT SYSTEM USED FOR RECORD STORAGE (CURRENT AND ARCHIVED).

Similar to managing records stored on network file shares, Laserfiche can manage the retention of records, whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

Laserfiche metadata will be used to manage the location property of all physical records managed by Laserfiche. By managing these records using Laserfiche, retention reports can include records stored both in Laserfiche and in physical files. For instance, users will be able to query the system by cabinet ID and drawer number and get an inventory report of the record contents of that drawer. Additional metadata can be added to Laserfiche to enable further management and reporting on physical space for records.

Laserfiche allows for the creation of virtually unlimited metadata fields that can be used to manage/track files/boxes in any location. One example is "Record Size". Many organizations require specific reporting on the volume of records they intend to destroy or have destroyed. Prior to digital records management, many organizations supply this information in terms of linear inches of paper records (or some other physical unit of measure). With the transition to digital records management, many organizations are now reporting this value in terms of bytes, kb, mb, or gb being destroyed. This digital file size is already available in Laserfiche for files stored in Laserfiche. For physical files, custom metadata fields can be used for users to enter the physical size when they enter the record in the system. Thus, when generating disposition reports, Laserfiche can calculate and report on the total size of the physical records being destroyed.

I. AREAS OF POTENTIAL RECORD DUPLICATION

Since documents stored in Laserfiche include multiple components (image/file content and metadata), duplicates can exist in multiple contexts. If the business rules define a duplicate as two documents containing identical metadata, then workflow rules can be established to check for this scenario at the time of capture or when metadata is updated. If a duplicate is identified, it can be tagged indicating it is a potential duplicate, allowing a user to decide to remove it, create the document as a new version, etc. If the file content is the same, MCCi's PowerPack component includes features for identifying duplicates based on the checksum of the image content. Additionally, Laserfiche provides a Transparent Records Management views, that is part of our DoD certification. It allows for a Record Manager view based on retention of the records and a user-friendly view of the documents based on the content of the document. Using shortcuts and Workflow, this can be setup and is part of our Best Practices approach for designing the system.

2.3 SYSTEM CAPABILITY

A. BE COMPATIBLE WITH ALL MODERN WEB BROWSERS (EDGE, FIREFOX, CHROME, SAFARI, ETC.)

Edge, Chrome, Firefox, and Safari are recommended and supported.

B. UTILIZE A MOBILE-FRIENDLY, RESPONSIVE DESIGN THAT IS COMPATIBLE ON IOS AND ANDROID MOBILE DEVICES

Laserfiche has all functionality from a mobile device via the Web Client or Mobile App except for certain integration points, most notably the Microsoft Office Integration. Custom integrations built for the desktop application or Web Client may behave differently on a Mobile device. The Mobile App camera utility will also not have all the same functionality as the Desktop Scanning interface, though it has most of the same functionality. The Laserfiche Mobile App is available in the app store for Windows, Android, and iOS.

C. ALLOW PARTICIPATING AGENCY SYSTEM ADMINISTRATOR TO CONFIGURE ROLE-BASED PERMISSIONS AND INDIVIDUAL USER PERMISSIONS.

The Laserfiche Server provides a powerful set of security options the Client can use to ensure only the right users can access information in their repository. With Laserfiche security, the Client can control access on a variety of levels. The Client can determine which users can log in to their repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives users the tools they need to quickly apply security to very large or complicated systems.

Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what they can do with those elements.

Laserfiche provides an extremely robust security system. The security can be broken down into main security types, Access Rights and Feature Rights.

Access Rights

Access rights control what actions users can perform on specific elements of the repository. Each operation on a document, folder, page, volume, field, or template has a set of required entry access rights. If the user attempting the action does not have the necessary rights, the user is denied the operation.

Access rights can be further broken down based on the type of element being secured:

- Entry Access Rights: Access to documents, folders, and shortcuts.
- Volume Access Rights: Access to volumes, including the ability to create and delete documents stored in that volume, and add, remove, or move pages that belong to the volume.
- Field Access Rights: Access to field data.
- Template Access Rights: Access to template definitions.

Feature Rights

Feature rights allow a user to perform specific actions, such as scanning and printing. Specifically, these rights control whether the command in question is available to that user when they open the Laserfiche web or Windows client. Feature rights are a quick way to prevent users from performing basic types of activity in Laserfiche.

Specific feature rights include:

- Scan: The ability to scan into a new or existing document.
- Import: The ability to import files into the repository.
- Search: The ability to perform any type of search.
- Print: The ability to print information from the repository.
- Export: The ability to export images, text, briefcases, folder list contents, listings of search results, and electronic files, and to use the Email Plug-in.
- Edit Text: The ability to modify the text associated with a document.
- Move Entry: The ability to move documents, electronic documents, and folders to a different folder, as well as the ability to move pages between documents.
- Process: The ability to OCR image pages, index documents, extract text from an electronic file, or process electronic documents using Laserfiche Snapshot. This feature right does not affect whether you can print an electronic file using Laserfiche Snapshot.
- Extended Properties: The ability to view additional property information in the Properties dialog box, as well as the ability to view the Entry ID folder browser column.
- Delete: The ability to delete entries, as well as whether one or more pages can be deleted from a document.

D. ALLOW USERS TO ENTER SEARCH PARAMETERS TO LOCATE DOCUMENTS BY REFERENCE NUMBER, APPLICATION NAME, DOCUMENT TYPE, DATE RECEIVED, SITE ADDRESS AND OTHER ENTERED ATTRIBUTES.

Users can use keyword searches and metadata searches on any field such as reference number, application name, etc. Users are also able to configure their own search parameters to enable searching by text and metadata fields searches such as reference number, date received, etc.

Laserfiche has a robust search engine.

Basic: The Basic Search is a general search allowing you to search text, entry names, fields, annotations, or a combination of these. The Basic Search acts like the Quick Search.

Business Process: Users can search for entries associated with a business process by searching for the business process's name, status, and start or completion date.

Date: Users can search for documents or folders by creation date and/or last modified date.

Digital Signatures: Users can search for documents by whether they have digital signatures associated with them.

Electronic Document: Users can search for documents by whether they have an electronic file associated with them—also considered searching for an electronic document—as well as what kind of electronic file.

Entry Name or Entry ID: Users can search for a specific document, folder, or shortcut using that entry's name or unique identification number (entry ID).

Field/Templates: Users can search for documents and folders by assigned template, independent field, field value, or multiple field values.

Links: Users can search for documents that have been linked together by specifying the relationship between them or by Link Group comment.

Pages: Users can search for documents by whether they contain image or text pages or by whether OCR processing has been applied to the images associated with that document.

Records Management: Users can also perform records management searches. These searches allow records managers to quickly locate records that need to be reviewed or processed.

Tags: Users can search for documents that have been assigned tags, or have specific tag comments, by specifying one or more informational or security tags.

Text: A text search lets users search for a word or phrase and provides more nuanced options than in Quick Search or Basic Search.

User: Users can search for all documents and folders that have been created, checked out, owned or last modified by a particular user.

Versions: Users can search for versioned documents by version comments, by the user who created a version within the document, by the date a version was created, or by version label.

Within Folder: Users can search the contents of the current folder or specify one or more folders to include or exclude from the search.

Within Volume: A search can be performed for all documents and electronic documents stored on a particular volume.

Additionally, the Text search enables users to search through the text of a document for a word or phrase. This is called a "full-text" search.

There are two types of full-text searches: basic text searches, the simplest way to perform a search, where users enter information into fields and boxes; and advanced text searches, where users type in a complex search string, which gives them more searching flexibility such as the following:

- **Phrase:** Allows users to search for a single word or phrase.
- **And:** Allows users to search for all documents that contain two specified words or phrases. Use the second text box that appears when selecting "and" to enter a second word or phrase.

- **Or:** Allows users to search for all documents that contain one of two specified words or phrases. Use the second text box that appears when selecting "or" to enter a second word or phrase.
- **Not:** Allows users to search for all documents that contain the first specified word or phrase, but not the second one (in the second text box).
- **Within:** Allows users to search for all documents that contain both specified words or phrases within a particular number of words of each other.

All text searches support the Fuzzy search option, which allows users to find all words or phrases that are similar to the word or phrase they typed, even if they contain misspellings or OCR errors.

When using the Fuzzy search feature, the degree of accuracy is determined by the number of letters or by the percentage of each word in the phrase. Specify the maximum number of letters that each word in the phrase can differ from the specified criteria and still be considered a good result or specify the percentage of each word in the phrase that can differ from the search criteria and still be considered a good result.

E. ALLOW PARTICIPATING AGENCY APPLICATION ADMINISTRATOR TO CONFIGURE NEW FOLDERS, SUB-FOLDERS, DOCUMENT ATTRIBUTES, AND DOCUMENT TYPES WITHOUT CONTRACTOR'S ASSISTANCE. ADMINISTRATOR CAN SELECT WHETHER CONFIDENTIAL FOLDERS ARE VISIBLE IN THE CUSTOMER-FACING INTERFACE.

The Laserfiche System Administrator can configure all folders in the Laserfiche repository and apply security to these folders without vendor assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

F. ALLOW USERS TO CONFIGURE THEIR OWN SEARCH PARAMETERS TO ENABLE SEARCHING BY A VARIETY OF ATTRIBUTES, FOR EXAMPLE: REFERENCE NUMBER, DATE RECEIVED, AND DOCUMENT TYPE.

Users can configure their own search parameters to enable searching by text and metadata field searches such as reference number, date received, etc.

G. HAVE OPTIONS FOR ONSITE, CLOUD-BASED STORAGE AND HYBRID-BASED STORAGE

MCCi offers an on-prem (self-hosted) or cloud hosted solution. MCCi's Managed Cloud platform provides a SaaS user experience with the functionality, access, and dedicated resources an on-prem solution would offer. Our Managed Cloud solution provides a single tenant architecture with the security, dependability, scalability, and customization needed for high-volume and highly integrated business process automation.

H. ALLOW PARTICIPATING AGENCY TO RETAIN OWNERSHIP OF THE DATA STORED ON THE PLATFORM AND THE ABILITY TO EXTRACT IT IN FULL AT ANY TIME.

Client will own their own data in Laserfiche with the ability to extract at any time.

I. ALLOW THE DIRECT IMPORT OF COMMON ELECTRONIC DOCUMENT TYPES (SUCH AS, BUT NOT LIMITED TO: TIF, PDF, JPG, MICROSOFT OFFICE STANDARD FORMATS SUCH AS DOCX AND XLSX).

Yes, Laserfiche can direct import virtually any type of file. This includes common image formats such as TIFF, PDF, JPG, along with MS Office files. Laserfiche can also store multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that filetype on the user's computer.

J. BE EASY TO NAVIGATE, USER-FRIENDLY USER INTERFACE.

As a solution, Laserfiche consistently receives high marks from industry-leading independent studies related specifically to its ease of use and user adoption. All modules of Laserfiche are designed with ease of use in mind. The user interfaces and administrative tools are very easy to learn, navigate and use. Users will find that Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give the Client's staff the confidence to begin scanning and retrieving documents almost immediately after installation making deployment easier on their resources.

K. ALLOW FOR ADD-ON FOR MICROSOFT OFFICE INTEGRATION TO ENABLE IMPORT OF EMAILS DIRECTLY INTO SYSTEM.

Laserfiche is tightly integrated with the Microsoft Office Suite, giving Clients the capability to easily archive records from an Office application directly to Laserfiche easily- including Microsoft Outlook. Users can drag and drop emails from Outlook and import this metadata into Laserfiche allowing for easy search. Additionally, basic e-mail information such as sender, recipient, date/time sent, etc., can be stored as field information for the electronic document created for the e-mail message. Attachments can be filed as well. The process of importing an e-mail message into Laserfiche is slightly different than that of importing other electronic files, namely because of how attachments and properties are handled. An e-mail message can contain one or more attachments. Laserfiche allows you to configure how those attachments are imported with the following options:

- Keep attachments with the e-mail message
- File each attachment as its own electronic file
- Keep attachments with the e-mail message and file each as separate document
- Do not import the attachments

L. ALLOW FOR FILES CAN BE UPLOADED BY USING A DRAG-AND-DROP SYSTEM.

Yes, Laserfiche allows for simple drag and drop import.

M. ALLOW APPLICATION ADMINISTRATOR TO UPLOAD DOCUMENT TEMPLATES FOR USE BY USERS.

Yes, the Application administrator can create and upload document templates for different types of users as needed.

N. ENABLES STORAGE OF APPLICATION PRESENTATION DOCUMENTS, SUCH AS POWERPOINT FILES, PHOTOGRAPHS AND VIDEOS

Yes, Laserfiche can store PowerPoint presentations and multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that file type on the user's computer.

O. IDENTIFY DUPLICATE DOCUMENTS WITHIN A FOLDER

Yes, out of the box, duplicates are easily recognizable. Laserfiche also offers version control.

2.5 CUSTOMER FACING INTERFACE.

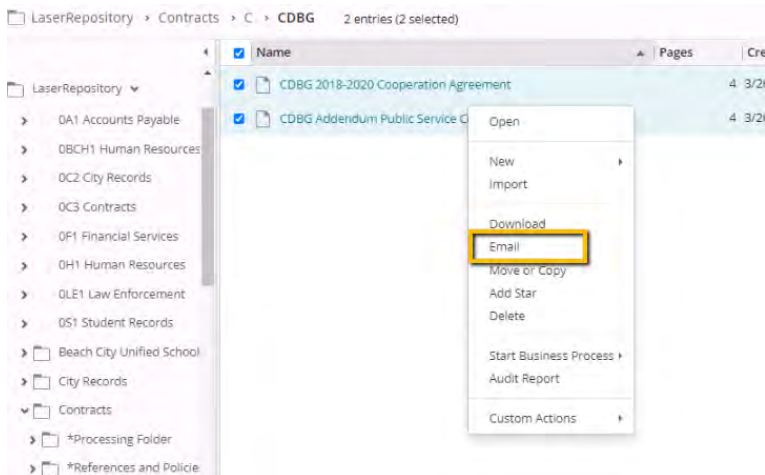
A. INCLUDE A COUNT OF THE TOTAL NUMBER OF DOCUMENTS IN A FOLDER,

Yes, while in a particular folder, Laserfiche shows the total number of documents.

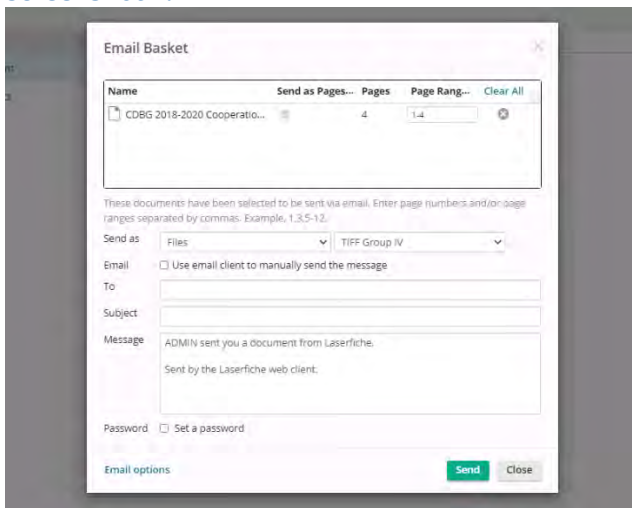
B. ENABLE THE DOWNLOADING AND PRINTING OF DOCUMENTS,

Laserfiche allows users to right-click on a document(s) to email directly from the application (See Screenshot 1). From here a dialog box will appear to allow for whole document or pages along with the ability to send as link or copy, file type, and to set a password (See screenshot 2). Printing can be done from the application, as well, (see screenshot 3) and users are given the ability to print all document(s) or just selected pages. Note, these can all be done from the document viewer as well.

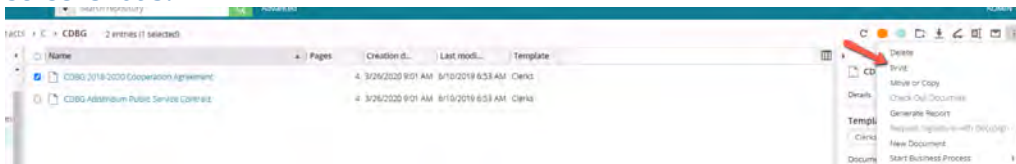
Screenshot 1:



Screenshot 2:



Screenshot 3:



C. ALLOW ADMINISTRATOR TO REDACT SECTIONS OF DOCUMENTS FROM PUBLIC VIEW IF NEEDED. PRINTED AND DOWNLOADED DOCUMENTS INCLUDE THE REDACTION IN THE DOWNLOADED VERSION,

Yes, redaction capability is standard in Laserfiche. Images and/or text associated with a document can be redacted, allowing users to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Users with appropriate security rights can choose whether to allow the sensitive material to be visible after exporting/printing via the Settings dialog box.

D. ABILITY TO GENERATE HYPERLINKS TO SPECIFIC DOCUMENTS WITHIN THE SYSTEM TO ALLOW THESE TO BE USED IN REPORTS, EMAILS, ETC,

Yes, with Laserfiche users can Direct Share specific documents with people for a specific timeframe. Links to the record can be included in internal email notifications.

E. ABILITY TO SELECT DIFFERENT LANGUAGES AND/OR PHOTOS WITHIN THE INTERFACE,

The Laserfiche web client is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, Italian, and Thai. Laserfiche Forms is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, and Thai.

F. ADA COMPLIANT INTERFACE,

Yes, the Laserfiche Web Client is compliant, please refer to this link for further detail and VPAT for full compliance documentation - <https://www.laserfiche.com/legal/accessibility>

G. AT-A-GLANCE STATUS OF APPLICATIONS BASED ON INPUT META-DATA (I.E META-DATA AND ATTRIBUTES CAN BE ADDED TO APPLICATION FOLDERS IN ADDITION TO DOCUMENTS WITHIN FOLDERS TO ENABLE APPLICATION STATUS TO BE PUBLISHED/SUMMARIZED VIA A PAGE ON THE PARTICIPATING AGENCY'S WEBSITE.

Yes, reporting on Laserfiche metadata is very quick and simple. This data can then be used for reporting and enabling the status to be posted/published as needed on the Agency website.

2.6 REPORTING AND MANAGEMENT.

A. SYSTEM GENERATES REPORTS OF NUMBER OF DOCUMENTS ACCESSED, IMPORTED, UPLOADED, EDITED AND DELETED. RESULTS CAN BE REFINED BY USER.

Laserfiche Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

How Does Audit Trail Work?

Laserfiche Audit Trail records events that take place in a Laserfiche repository enabling the Client to view those events as part of a report.

The first and most important reason to use Laserfiche Audit Trail is to keep track of what occurs in a Laserfiche repository. Before Laserfiche activity can be audited, a privileged user must choose the types of repository activity that will be logged. After this configuration has been performed, an event will be recorded in the audit log when a user performs an action that requires auditing. The Laserfiche Server will store these audited events in a binary log file.

The second purpose of Laserfiche Audit Trail reporting: filtering and organizing audited repository activity. Once the Client has enabled auditing in their repository, they can generate reports to analyze their repository activity using the Laserfiche Audit Trail Reporting application. This application interprets the binary log files and allows the Client to run reports on their contents, filtering by a variety of criteria.

OpenLaserfiche Server

Configure the Laserfiche Server to track events that should be logged. This process may differ depending on the edition of Audit Trail the Client has installed.

OpenAudit Log

Once configured, the actions performed in the repository (that have been configured to be logged) are recorded to a series of Audit log files.

OpenAudit Trail Reporting

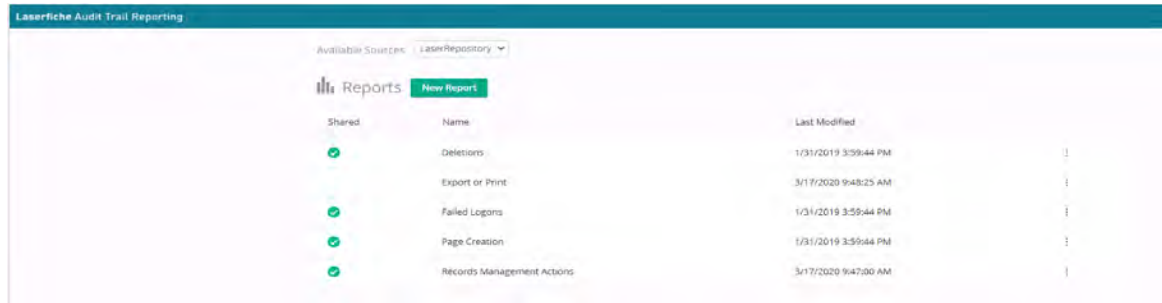
Using the Laserfiche Audit Trail Reporting application, the Client can define a date range (as well as other settings) for the data they want to run reports on. For example, they might want to run a report on actions performed in their repository for the past 30 days.

Open SQL/Oracle Database

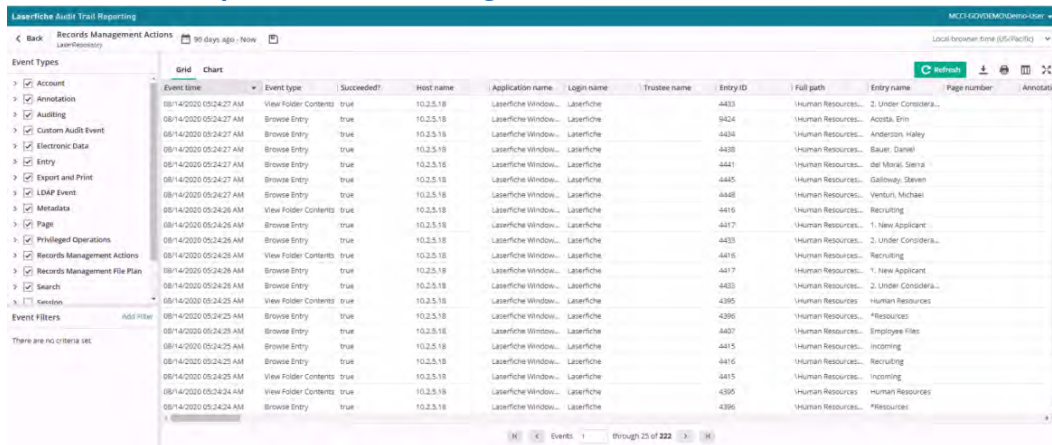
Once this date range is defined, the data is pulled from the Audit log and placed into the Client's SQL or Oracle database. This database is separate from the database the Client's repository uses, which prevents the audit reporter from affecting repository performance. This enables the Client to run reports more efficiently since they are sifting through significantly less but more relevant information.

Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.

Screenshot 1 - Saved Reports and Ability to Create New



Screenshot 2 - Report Creation/Viewing interface



B. SYSTEM COLLECTS INFORMATION ON WHEN DOCUMENTS ARE ACCESSED/ VIEWED/ MODIFIED AND DOWNLOADED.

Laserfiche, Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

Screenshot - Audit Trail Web Interface

Laserfiche Audit Trail Reporting

Records Management Actions

90 days ago - Now

Local browser time (US/Pacific)

Event Types

Account

Annotation

Auditing

Custom Audit Event

Electronic Data

☒ Entry

Export and Print

LDAP Event

Metadata

Page

Privileged Operations

☒ Records Management Actions

Records Management File Plan

Search

Session

Grid chart

Refresh

Download

Print

Fullscreen

Event time	Event type	Succeeded?	Host name	Application name	Login name	Entry ID	Full
11/02/2020 01:02:30 PM	Create Folder	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:30 PM	Migrate Entry	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Assign Template	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VC...
11/02/2020 01:07:42 PM	Create Folder	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9454	VC...

1

through 25 of 1166

C. SYSTEM CAN GENERATE REPORTS ON TOTAL SIZE OF ALL DATA STORED IN THE SYSTEM AND, DEPENDING ON WHETHER SYSTEM IS CLOUD-BASED, WHERE DATA IS BEING STORED.

Through the administrator settings in the Laserfiche system data can be reviewed in the following ways:

Repository Properties

The Repository Properties page provides the Client with additional information about their repository.

Locking Status

The Locking Status section displays whether the repository is locked and allows users to lock or unlock it using the Lock or Unlock button.

Indexing Status

In the Indexing Status section, users can see the current status of the Laserfiche Full-Text Indexing and Search service. Users can also pause indexing, clear the index queue, add an indexing task, or refresh to update the status.

Statistics

In the Statistics section, the Client can review information about your repository.

Current Size: The total size of the repository and its contents.

Document Count: The total number of documents in the repository.

Image Count: The total number of TIFF images contained within documents in the repository.

Full-featured connections: The number of full-featured license connections currently made to the repository.

Retrieval connections: The number of read-only license connections currently made to the repository.

Logical volumes: The number of logical volumes attached to the repository.

Physical volumes: The number of physical volumes attached to the repository.

Disk Space Usage: The Client can calculate the disk space used by volumes currently attached to the Laserfiche repository. Note that this will only calculate disk space used by fixed volumes, not removable volumes.

To calculate disk space usage, click **Check disk space usage**. If there are many volumes, this calculation may take a few moments. In the **Disk View** tab, review the disks that host volumes on this repository, their locations, and the disk capacity and current disk usage for the volume disks. To view the volumes on a disk, click **View volumes on this disk**. In the **Volume View** tab, review the volumes currently attached to this repository, and their size and path, as well as the disk capacity and available disk space on the hard disks that host them.

This documentation is specific to Laserfiche version 11.

2.7 TESTING - THE CONTRACTOR SHALL COMPLETE ALL NECESSARY IMPLEMENTATION WORK IN A PROFESSIONAL MANNER THAT MEETS THE REQUIREMENTS OF THE PARTICIPATING AGENCY. THE CONTRACTOR SHALL ENSURE THAT SYSTEM IS CORRECTLY CONFIGURED TO MEET ALL PARTICIPATING AGENCY FUNCTIONAL REQUIREMENTS. CONTRACTOR SHALL COORDINATE FUNCTIONAL TESTING TO ENSURE ACCURACY OF CONFIGURATIONS. WORK SHALL COMMENCE WITHIN 45 DAYS OF CONTRACT AWARD.

MCCi will meet all necessary implementation requirements in a professional manner and ensure client satisfaction. For each product increment, testing will need to be conducted through alpha and beta testing. Alpha testing will be first conducted by MCCi through a two phased approach. First, the system engineer/developer will test the product increment under "alpha testing." Once the item is bug free, the MCCi project manager will conduct a second round of testing until bug free under "beta testing." Once bug free, MCCi will package a group of items for client for under user acceptance testing (UAT). Client will have a list of items in a "backlog for UAT." The item will be moved by section in basecamp by MCCi project manager and assigned to client. At this point, the client will be responsible for testing item before completion. If item is bug free, the client will simply need to close the item and notify MCCi project manager that item is bug free. If a bug exists, client should move the item under "identified bugs from testing/development" and report the item. Client should include details of the bug so corrective action can take place. MCCi and the client will go through same procedures once corrective action is taken until item is completely bug free.

2.8 TRAINING - THE CONTRACTOR SHALL PROVIDE RESOURCES EXPERIENCED WITH DEVELOPING AND EXECUTING TRAINING PLANS, INCLUDING CONTENT DEVELOPMENT AND DELIVERY, TO ASSIST THE PARTICIPATING AGENCY IN MEETING END-USER TRAINING NEEDS. IMPLEMENTATION SHALL OCCUR IN PHASES AND KNOWLEDGE TRANSFER SHALL BE AN ONGOING PROCESS THROUGHOUT THE ENTIRE PROJECT. THE CONTRACTOR SHALL PROVIDE KNOWLEDGE TRANSFER BOTH VERBALLY AND THROUGH WRITTEN DOCUMENTATION AND PROCEDURES

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly on the product and goes through the applicable manufacturer training based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs throughout the project. MCCi can provide train-the-trainer training for key staff, which can then roll-out the project to the organization or MCCi can serve as the trainer for all users in the organization. Please see our Training Packages below for additional information. These packages are designed to be completed at various stages during the project as best determined during the sales discovery and project kick off assessment. In addition to scheduled training options, MCCi offers The Training Center for Laserfiche, an on-demand training resource subscription with hundreds of training videos and other resources available to the client at any time.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day 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 full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)*
- Technical Support Overview
- Recycle Bin Settings

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Records Folders
- Security Tags
- Document Links
- Vital Records

- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in the Client's Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to the Client's organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in the Client's Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote session prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of the Client's new Laserfiche implementation project, this one-hour training course will provide them and their departmental subject-matter experts with an overview of the features and functionality of their Laserfiche platform. The training course is built to help the Client understand what Laserfiche is capable of and get them into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of their project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving documents?
- Best practices in creating/managing a repository.
- Overview of specific process automation tools, based on the Client's platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

3. DELIVERABLES

CONTRACTOR SHOULD DEVELOP THE FOLLOWING DELIVERABLES IN THE ASSESSMENT OF THE PARTICIPATING AGENCIES CURRENT SYSTEM AND PROPOSED SOLUTION (ADDRESSES ELEMENTS A-O UNDER SECTION 3 DELIVERABLES)

MCCi has partnered with industry-leading solutions to drive process improvement and innovation across organizations versus siloed technology department by department. MCCi's clients are choosing Content Services & Intelligent Automation to drive the automation necessary, starting with processes as simple as scanning documents and going as far as implementing digital workers to perform time-consuming repetitive tasks. MCCi consults with our clients to identify the business issues and bottlenecks in processes and recommends how these processes can be automated utilizing technology tools. Whether clients are looking to implement self-hosted or in the cloud, we have solutions to tailor to each organization. We are passionate about empowering organizations to choose and implement right solution for their first initial roll-out and to meet their long-term goals.

CONSULTATION

As the Client begins the journey to choose the best technology, we start with a thorough discovery process to understand their current business needs and how those may change in the future. Our sales and client innovation teams then recommend a solution tailored to the Client's needs. We determine the best implementation strategy, as well as ongoing support needs. Our goal is to deliver a final solution and work with them on their next project.

To complete discovery/assessment of existing records, system, and procedures, MCCi experts will conduct an analysis of the prospective client's systems. The analysis is the study of the differences between two information systems or applications, often for determining how to bridge the space between where we are and where we want to be. New clients may be new to using a Content Services or Intelligent Automation solution or could be transitioning from another system. Existing clients may consider an analysis when looking to expand their system into other departments or throughout their enterprise. It is also an opportunity to investigate and report on how Client's existing solution is being used versus its intended use. Either way, an analysis not only serves the

consulting needs, but can also mitigate inherent risks in a new project. Risks such as scope creep, unforeseen needs (e.g., people, conversions, integrations, equipment), and unknown stakeholders can be identified and cleared up at the very beginning of the project. This process involves determining, documenting, and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The amount of time/cost of an analysis is dependent upon the system size and number of departments to be involved. The final deliverable is a report that can be given to Client in a format that can be edited. Any future changes to the report are the responsibility of Client. The report can detail the following:

- A summary of the current document flow path with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations
- Possible timeline and workplan or a Statement of Work detailing the project
- Suggested retention periods based on client's needs and requirements
- Costs involved in initial project and expansions into various departments based on client's needs
- Recommendations of availability and accessibility of various documents based on client's requirements
- Recommendations of strategies on adoptions of new policies and procedures related to document management
- Recommendations for applying change management and training

MCCi can deliver results of the performed analysis in written form, as well as via an onsite meeting with key client stakeholders that should be attended by client CIO/IT Director, Application Administrators, departmental managers, and any other leadership members.

Sample Timeline Process Assessment Pre Development*			
Task #	Task Name	Duration	Resources Needed
1	Kick-Off Meeting	1 day	MCCi Account Executive, MCCi Project Team, Client Project Sponsors
2	Process Analysis	5 days	MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1	Process Assessment - Pre-Development	1 day	
2.1.1	Meet Process Owners - Process 1		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.2	Meet Process Owners - Process 2		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.3	Meet Process Owners - Process 3		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.2	Deep Dive - Targeted Process - Process 1	1 day	
2.2.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.2.2	Review SOPs		MCCi Project Team, Client SME
2.2.3	Meet with Process Owners		MCCi Project Team, Client SME
2.3	Deep Dive - Targeted Process - Process 2	1 day	
2.3.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.3.2	Review SOPs		MCCi Project Team, Client SME
2.3.3	Meet with Process Owners		MCCi Project Team, Client SME
2.4	Deep Dive - Targeted Process - Process 3	1 day	
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2.4.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.4.2	Review SOPs		MCCI Project Team, Client SME
2.4.3	Meet with Process Owners		MCCI Project Team, Client SME
2.5	Shadowing - Selected Process(s) Observations	1 day	
2.5.1	Process 1		MCCI Project Team, Client SME
2.5.2	Process 2		MCCI Project Team, Client SME
2.5.3	Process 3		MCCI Project Team, Client SME
3	Process Definition Documentation (PDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
3.1	Create Final Draft	12 days	MCCI Project Team
3.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
3.3	Redline	4 days	Client Project Sponsors, Client SME
3.4	Final Corrections	4 days	MCCI Project Team
3.5	Client Approval – PDD	4 days	Client Project Sponsors
4	Solution Design Documentation (SDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
4.1	Create Final Draft	12 days	MCCI Project Team
4.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
4.3	Redline	4 days	Client Project Sponsors, Client SME
4.4	Final Corrections	4 days	MCCI Project Team
4.5	Client Approval - SDD	4 days	Client Project Sponsors
5	Meet with Stakeholders to Deliver Report	.5 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors

*This timeline is provided as an example only. Actual timeline may differ based on project size, number of processes evaluated, and necessity for any change orders that may occur through the process. Qualifications for change orders can include, but are not limited to: post process approval revisions, additional resource requirements, etc. Actual timeline will depend upon client and vendor resource availability and responsiveness, as well as environment preparedness.

TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

INCLUDE ANY ADDITIONAL PRODUCTS AND/OR SERVICES AVAILABLE THAT VENDOR CURRENTLY PERFORMS IN THEIR NORMAL COURSE OF BUSINESS THAT IS NOT INCLUDED IN THE SCOPE OF THE SOLICITATION THAT YOU THINK WILL ENHANCE AND ADD VALUE TO THIS CONTRACT FOR REGION 14 ESC AND ALL NCPA PARTICIPATING ENTITIES.

Please see our included Product Overviews below of value-added products and services.

SERVICE PACKAGES

LASERFICHE SYSTEM MIGRATION PACKAGE

MCCi's System Migration Package is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions.

CLIENT DELIVERABLES

- Provide Microsoft Window Server(s) that meets Laserfiche system requirements
- Provide a Windows account that has administrative rights to each new Laserfiche server, can create, write, and read the various Laserfiche databases, and query Active Directory
- Acquire, install, and setup TLS certificates that meet Laserfiche requirements
- Create backup of Laserfiche databases and restore in new SQL environment
- Transfer data to new environment

MCCi DELIVERABLES

- Install and configure one (1) instance of each existing Laserfiche application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)
- Register existing repositories in the new environment with the various Laserfiche applications
- Upgrade existing Laserfiche applications to newest supported version of Laserfiche
- Provide consultation on best practices for volume and Laserfiche database migrations
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated
- Configuring Identity Providers other than native Active Directory
- Installing or Configuring applications that were not already installed or configured
- Migrating custom settings or integrations

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later is currently installed.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

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

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MCCI DELIVERABLES

- Migrate a single (1) repository 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

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
- Migrating repositories over 400 GB (volumes + SQL database)

ASSUMPTIONS

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool.
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2008 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.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

LASERFICHE SUBSCRIPTION STARTER INSTALLATION PACKAGE

MCCi's Subscription Starter Installation Package is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, and Starter Audit Trail.

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CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than Active Directory
- Installation of Laserfiche Windows Client, Workflow, Laserfiche Forms, Web Link, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
 - Basic configuration using the WebLink Designer not to exceed three (3) hours
 - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

UPGRADE TO LFDS INSTALLATION PACKAGE

MCCi's Upgrade to LFDS Installation Package is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server that meets Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure LFDS in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Migrate repository user accounts and groups to LFDS
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Adding new users, creating new groups, access rights, and security
- Setting up external DMZ
- Installing and configuring Failover Clusters or Load Balancing
- Migrating existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than native Active Directory

ASSUMPTIONS

- Client's Laserfiche application server is on Laserfiche Version 10.4.1 or later
- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.

LASERFICHE VERSION UPGRADE PACKAGE

MCCi's Laserfiche Version Upgrade Package is designed for MCCi to upgrade your existing Laserfiche applications to the newest supported versions on the servers Laserfiche is currently installed on.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Update existing modules in one (1) environment to the newest supported version of Laserfiche.
- Perform basic software deployment testing.

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory

- Metadata configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later are currently installed.

LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the newest supported versions.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and newest supported version of Laserfiche
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher are currently installed.

LASERFICHE SANDBOX INSTALLATION PACKAGE

MCCi's Laserfiche Sandbox Installation Package is designed for Clients whose subscription licensing includes a Sandbox license.

CLIENT DELIVERABLES

- Provide Microsoft Windows application server that meets Laserfiche system requirements

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install a single (1) sandbox environment on a single server including up to ten (10) users, Laserfiche Directory Server and any additional add-ons purchased from MCCi, such as portals

EXCLUSIONS

MCCi is not responsible for replicating other environments into Sandbox (E.g., Migrating workflows, forms processes, folder structures, security, user accounts, integrations, etc.).

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Client owns Laserfiche Business Subscription Tier or Sandbox licensing.
- Client has acquired, installed, and set up TLS Certificates that meet Laserfiche requirements on Client's system.

LASERFICHE ADD-ON APPLICATION INSTALLATION

MCCi's Add-on Application Installation Package is designed for MCCi to install and perform the initial basic configuration of one (1) Laserfiche application.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing
- Provide one-hour overview on the application installed

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Installing and configuring LFDS
- Installing and configuring Laserfiche PowerPack by MCCi
- Installation of Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuration of identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

LASERFICHE SAML IDENTITY PROVIDER PACKAGE

MCCi's Laserfiche SAML Identity Provider Package is designed to help Client configure directory server with a SAML 2.0 supported identity provider.

CLIENT DELIVERABLES

- Provide MCCi with claims mapping configuration information from SAML 2.0 Identity Provider (IdP)

MCCI DELIVERABLES

- Configure directory server to use the Client's SAML identity provider for authentication in the Laserfiche system
- Provide Client training on how to create accounts in directory server from the Client's SAML identity provider

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring individual Laserfiche web products to use Single Sign On

- Troubleshooting issues with the SAML identity provider
- Identifying provider conversion: the migration (or conversion) of users from the current identity provider to the new SAML identity provider, including, without limitation, directory server and repository users
- Migrating (or converting) of users from current identity provider to the new SAML identity provider, including directory server and repository users
- Creating accounts in directory server from Client's SAML identity provider

ASSUMPTIONS

- Laserfiche Directory Server is installed and configured.
- Client's identity services must support SAML 2.0 tokens.
- Client must have sufficient access and privileges to their SAML-compatible identity services to configure Laserfiche as an authorized SAML service provider. This includes (but is not limited to) firewalls, exporting metadata, and importing metadata.

LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process

- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

LASERFICHE REPOSITORY CONFIGURATION

MCCi’s Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client’s organization to build their Laserfiche repository from and help establish consistent standards the Client’s organizations can build on. MCCi’s team will work with Client’s Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote “train the trainer” training on Basic Laserfiche and User functions.

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security

- Installing software
- Configuring workflows

RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

ASSUMPTIONS

- Client has procured appropriate licensing for Real-Time Lookup.

LASERFICHE QUICK FIELDS ADVANCED CONFIGURATION PACKAGE

MCCi's Quick Fields advanced configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single Quick Fields session with maximum of five (5) classification types, configure Real-Time Lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Procure appropriate licensing for Real-Time Lookup and Classifications
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up a maximum of five (5) session classifications, each with one (1) Real-Time Lookup using ODBC and three (3) field data queries per lookup
- Create five (5) Laserfiche Templates with up to twenty-five (25) fields total

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring workflow
- Creating dynamic fields
- Providing Quick Fields training

LASERFICHE CLOUD SINGLE SIGN-ON

MCCi will assist Clients in configuration and testing of supported Single Sign-On integration with Laserfiche Cloud.

CLIENT DELIVERABLES

- Download/export of Client-side SAML configuration file for import into LF Cloud
- Configure existing SAML-compatible SSO platform supported by LF Cloud

MCCI DELIVERABLES

- Setup SSO parameters within LF Cloud to communicate with Client-side SAML-compatible application
- Convert one LF Cloud user account to use SSO configuration
- Perform testing of SSO functionality from LF Cloud Web/Windows Client
- Demonstrate to Client how to configure additional LF Cloud users for SSO

EXCLUSIONS

MCCi is not responsible for the following:

- Assistance with setting up SAML-compatible application in Client-side SSO platform
- Configuration of SSO with unsupported or non-SAML providers
- Configuration of multiple users to use SSO within LF Cloud

ASSUMPTIONS

- Client has administrative access to Client-side SSO platform with ability to create applications
- Client has or can create user account within SSO platform for testing purposes

LASERFICHE CONNECTOR INTEGRATION CONFIGURATION AND TRAINING

MCCi provides installation, configuration services and training to assist MCCi's clients in quickly utilizing the streamlined experience for integrating Laserfiche with a line of business applications.

CLIENT DELIVERABLES

- Ensure that user's machine and application to be integrated with Connector meet Laserfiche Connector requirements outlined in the hardware requirements
- Provide a test utility to ensure that the application screen is viable prior to purchase. Client is responsible for ensuring the compatibility of applications prior to purchase
- All data used for configuration must be available from the application screens
- Appoint a Laserfiche Connector Administrator
- Provide Laserfiche metadata requirements

MCCI DELIVERABLES

- Install and integrate Laserfiche Connector on one (1) machine within the current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assist in configuration of integration for up to one (1) application screen with three (3) standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Provide remote "Train the Trainer" training while performing integration of the Client's software with Connector

ASSUMPTIONS

- Not all applications are guaranteed to work with Laserfiche Connector. Even if a test was successful with the Laserfiche Connector Test Utility, configuring with the full software may not work as intended.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE - SELF-HOSTED/MANAGED CLOUD

CLIENT DELIVERABLES

- Provide Microsoft Windows server(s) that meet the ABBYY system requirements
- Acquire, install, and setup SSL/TLS Certificate that meet the ABBYY requirements
- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

MCCI DELIVERABLES

- Install and provide initial configuration of one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE – ABBYY CLOUD

CLIENT DELIVERABLES

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- Provide local Microsoft Windows server or workstation that meets the ABBYY system requirements for FlexiCapture Developer's Package
- Provide Windows account that has administrative rights to each windows server or workstation
- Provide CSV Files of Vendor and Business Unit data to be uploaded to Cloud

MCCI ACTIVITIES AND/OR DELIVERABLES

- Install the FlexiCapture Developers Package on one (1) workstation and/or server within the Client's environment.
- Configure ABBYY FlexiCapture Connect config.json file with connection and import and export settings

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION WITH LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, fifteen (15) per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train Flexicapture identification for up to five (5) vendors, fifteen (15) per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION – NON-LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

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- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, 15 per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train invoices for up to five (5) vendors, 15 per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Creating custom development or coding that may be required for export or other processes
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE UPGRADE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Provide access to current version of FlexiCapture Installation files
- Backup FlexiCapture SQL Database and all FlexiCapture dedicated server(s)
- Verify that all pending tasks have been completed and all batches have been processed

MCCI ACTIVITIES AND/OR DELIVERABLES

- Compact and backup existing Invoice Project(s) files and training batches
- Uninstall existing version of FlexiCapture
- Download and install latest compatible version of FlexiCapture or FlexiCapture for Invoices in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers
- Upgrade existing project(s) to latest version

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

CITIES DIGITAL ARCGIS INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

ArcGIS is a geographic information system used by municipalities to display data related to positions on a map. The ArcGIS integration by Cities Digital (CDI) links existing GIS layers to documents in Laserfiche, displaying both sets of information together within the assets on the map.

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CLIENT DELIVERABLES

- Provide ArcGIS layer integration information for integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Replace existing ArcGIS layers with the integration layers on your ArcGIS map

MCCI DELIVERABLES

- Install CDI ArcGIS Integration software on a single (1) server to communicate with a single (1) repository
- Configure CDI ArcGIS Integration for up to five (5) ArcGIS Layers
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCI is not responsible for creating any layers within ArcGIS.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- ArcGIS Online and ArcGIS Server 10.3.1 or later is installed and configured on Client system

CITIES DIGITAL DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

DocuSign is an online document signature platform. The Cities Digital (CDI) DocuSign integration allows documents to be sent from and received back into the Laserfiche repository, as well as providing a suite of Laserfiche Workflow activities that allow for some automation of this process.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche Servers
- Provide an outward-facing Windows server for installation of the Listener
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install the following CDI DocuSign Integration components: Listener, Web Client integration, Workflow Activities, Desktop Client integration on one (1) workstation
- Configure DocuSign Connect
- Perform preliminary testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCI is not responsible for Workflow Creation.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system
- Client owns DocuSign licensing level that includes integration keys

CITIES DIGITAL MICROSOFT DYNAMICS CRM INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

The Cities Digital (CDI) Dynamics CRM integration for Laserfiche allows for easy connectivity and interaction between Laserfiche and Dynamics CRM.

CLIENT DELIVERABLES

- Provide Dynamics CRM credentials to be used by the integration
- Provide URL for Dynamics CRM

MCCI DELIVERABLES

- Install Dynamics CRM Integration
- Configure up to three (3) Dynamics Entities

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- Perform alpha testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCi is not responsible for configuration in Dynamics CRM.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system

TRACKER INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi's Tracker Integration eliminates the need for third-party integration tools to provide a streamlined user experience for scanning, importing, and retrieving documents in Laserfiche from the Tracker application. This integration leverages built-in web features of Laserfiche allowing tracker to trigger these actions using standard HTTP requests.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings: gather/compile all details and provide to Tracker team for them to deploy
- Configure Laserfiche Form for file uploads
- Create Laserfiche Workflows to file documents brought into the repository by the integration
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuration of servers in DMZs

ASSUMPTIONS

- Laserfiche Forms 10.4 or later installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

TRACKER INTEGRATION UPGRADE PACKAGE

For Clients with existing integrations through MCCi using third party tools like RatchetX, this package will upgrade them to the new built-in integration.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings (gather/compile all details and provide to Tracker team for them to deploy)
- Configure Laserfiche Form for file uploads
- Create workflow configuration or updates to existing workflow as required (up to four (4) hours)
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuring servers in DMZs

ASSUMPTIONS

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- Laserfiche Forms 10.4 or later is installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

LASERFICHE DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

This package will allow basic integration of DocuSign with Laserfiche for electronically signed documents.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Provide an outward-facing Windows server for installation of the Laserfiche Web Import Service
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install and configure Laserfiche Web Import Service
- Configure DocuSign integration
- Perform alpha testing

EXCLUSIONS

- MCCI is not responsible for DocuSign configuration outside of the integration components.

MCCI CWSAPI INSTALLATION AND CONFIGURATION PACKAGE

MCCi CWSAPI allows Client developers to integrate their third-party software with Laserfiche.

CLIENT DELIVERABLES

- Provide a dedicated Laserfiche named user/keyed integrator license for CWSAPI to utilize
- Provide an outward-facing server for installation of the integration
- Provide SQL database to facilitate upload “chunking”

MCCI DELIVERABLES

- Install CWSAPI Integration
- Complete basic configuration of the CWSAPI utility
- Provide (1) hour of remote overview of integration and Swagger

EXCLUSIONS

- MCCi will assist the Client’s development team as questions or issues arise but is not responsible for writing the custom integration to the Client’s software itself.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.6.1 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI ENERGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi EnerGov integration leverages the MCCi CWSAPI to integrate with EnerGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired EnerGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to EnerGov technical staff and resources as needed
- If EnerGov “Intelligent Object” configuration is desired, it is Client’s responsibility to configure the appropriate settings in EnerGov or to work with EnerGov to do so. Intelligent Objects is the EnerGov feature that allows for creating letters and other documents and having them attached to EnerGov records. EnerGov configuration is needed to set this up and to have these documents treated as attachments to be stored in Laserfiche.

- Provide an outward-facing server for installation of the integration
- Provide a dedicated Laserfiche named user/keyed integrator license to operate the integration
- Confirm with EnerGov ownership of any needed SDK, API, and/or general EnerGov licensing requirements related to this integration.
- Provide SQL database to facilitate upload “chunking”
- Perform User Acceptance Testing (UAT)

MCCi DELIVERABLES

- Provide list of EnerGov fields available for mapping to Laserfiche
- Install EnerGov Integration Utility on Client server
- Assist in configuring up to three (3) EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate from the integration template to the final Laserfiche template
- Provide remote “Train the Trainer” training in a single session for up to three (3) hours to empower Client to configure other available EnerGov Entity Types
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for configuration of Laserfiche filing workflows unless a separate package or SOW is included

ASSUMPTIONS

- EnerGov Self-hosted or EnerGov Cloud platform is installed and configured on Client system
- MCCi EnerGov Integration will be installed on Client’s self-hosted servers
- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI NEOGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi NeoGov integration leverages MCCi’s CWSAPI to integrate with NeoGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired NeoGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to NeoGov technical staff and resources as needed
- Provide an outward-facing server for installation of the integration
- Ensure that web server within the organization’s DMZ with IIS is installed
- Ensure that TLS Certificate is installed and created with a publicly addressable subdomain, such as <https://lfintegrations.cityname.gov>
- Provide SQL database to facilitate upload “chunking”
- Provide a dedicated named user/keyed integrator license for the integration
- Perform alpha testing

MCCi DELIVERABLES

- Install NEOGOV Integration Utility on Client server
- Configure Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate document name to document type and move to final HR Laserfiche template for the documents
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for the configuration of filing workflows unless a separate package or SOW is included.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

ONESPAN DEPLOYMENT WITH BASIC LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup and configuration, but does not provide creation of processes built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche Web Client is installed on a web server that is accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Appoint IT resources to work with MCCi for configuration and training
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources (up to three (3) people trained)
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or OneSpan Sign interfaces to send documents for signature and receive notification when signing is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing the process to build or create documents to be signed
- Integrating with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH ADVANCED LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup, and configuration, as well as training/creation of one (1) process built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4 or later with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Have testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

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- Assist Client with deployment of OneSpan Sign using the OneSpan-Laserfiche integration for one (1) signing process. Client can choose to have signing transactions:
 - Automatically send using the workflow activities included in the integration, or
 - Send signing transaction ad hoc using the Laserfiche Web Client integration
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training one (1) session with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or Laserfiche Workflow to send documents for signature and receive callback when signing is complete
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once beta test is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Integrating OneSpan with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH NO LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This integration covers only OneSpan setup and not the integration portion.

CLIENT DELIVERABLES

- Provide pre-created documents, ready for the signing process
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Must have TLS 1.2 configured on all Laserfiche application servers

MCCI DELIVERABLES

- Assist Client with deployment of OneSpan Sign using the OneSpan Interface for one (1) signing process
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once Beta is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Providing training documentation for configured processes
- Performing Laserfiche integration

LASERFICHE CONNECTOR FOR ONESPAN INSTALLATION AND TRAINING

OneSpan is an online signing platform with integration options within Laserfiche. This integration allows users to begin the signing process from within the repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package assumes the Client already has OneSpan and would only cover the integration portion.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4.x or higher with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers.
- Provide pre-created documents, ready for the signing process
- Assemble a team of Laserfiche administrators to receive overview training on Laserfiche Connector components
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Install and configure OneSpan Sign Laserfiche Connector Service
- Conduct Laserfiche Connector for OneSpan overview/training (one (1) session) with Client stakeholders and technical resources

EXCLUSIONS

MCCI is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Creating and/or providing build-out of actual signing process
- Creating and/or providing training documentation for configured processes

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day 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 full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- | | | |
|-------------------------------|---------------------------------------|------------------------------------|
| ▪ User Management | ▪ Metadata Management | ▪ Audit Trail (if purchased) |
| ▪ Core User Security | ▪ Repository Architecture Overview | ▪ Weblink Designer (if purchased)* |
| ▪ Supplemental User Security* | ▪ Web and Windows Clients Differences | ▪ Technical Support Overview |
| ▪ Monitoring User Activity | ▪ General Repository Settings | ▪ Recycle Bin Settings |

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

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

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
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Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users
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Laserfiche Records Management Module Training

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote sessions prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of your new Laserfiche implementation project, this one-hour training course will provide you and your departmental subject-matter experts with an overview of the features and functionality of your Laserfiche platform. The training course is built to help you understand what Laserfiche is capable of and get you into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of your project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving your documents?
- Best practices in creating/managing your repository.
- Overview of your process automation tools, based on your platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

INSTALLATION AND INITIAL CONFIGURATION OF ACTIVE DIRECTORY CERTIFICATE SERVICES (AD CS)

MCCi will install and do an initial configuration of the Active Directory Certificate Services (AD CS) on a Windows Server. This configuration will be used to create the necessary TLS certificates required for the software implementation.

CLIENT DELIVERABLES

- Provide a Windows Server that meets the requirements necessary to install and configure an AD CS as outlined by Microsoft
- Install CA Certificate on end-user machines (recommended to use Group Policy)

MCCI DELIVERABLES

- Install AD CS on one (1) Windows Server
- Complete initial configuration of AD CS
- Create necessary certificates to use with Laserfiche and ABBYY products from the newly installed AD CS

EXCLUSIONS

MCCi is not responsible for the following:

- Maintaining or troubleshooting AD CS in any manner after the initial configuration is complete
- Maintaining the validity of certificates created from the AD CS. This includes renewing certificates that expire

ASSUMPTIONS

- For MCCi to be able to perform the installation and configuration of this service, Client must be able to log in with an administrative account that belongs to the Enterprise Admins and the root domain's Domain Admins group.
- Domain Functional Level and Forest Functional Level are Windows Server 2016 at a minimum.

MCCI AUTOMATED FILING IMPLEMENTATION SERVICES FOR SCANNING DELIVERY

MCCi will assist in the delivery of Laserfiche images scanned by MCCi Scanning by creating or modifying a filing workflow for the document types included in the Scanning order. The purpose of this package is to provide the Professional Services team with the means to provide a seamless delivery of the images scanned and indexed by the MCCi Scanning team. Both teams will collaborate to ensure the delivery and import of Client images into their Laserfiche system.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define naming schemes and folder paths for document types included in the Scanning order.

MCCI DELIVERABLES

- Hold Client discovery meeting
- Import all Laserfiche Briefcases from MCCi Scanning into one (1) Laserfiche repository
- Create or modify one filing workflow as needed for filing the documents included in the imported Laserfiche Briefcases provided by MCCi Scanning (not to exceed five (5) document types)
- Set document type root-level security

EXCLUSIONS

MCCi is not responsible for the following:

- Implementing automated Business Process routing logic
- Creating and modifying Laserfiche templates and metadata
- Creating and modifying Records Management configurations
- Modifications and alterations of existing documents in the Laserfiche repository
- Automated security configuration
- Installing and configuring software
- Setting up and modifying users and groups for the Laserfiche repository

ASSUMPTIONS

- Laserfiche System is already installed and configured in the Client's environment.
- Users and groups are set up for the Laserfiche repository.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCI BLOCK OF HOURS PACKAGE

This is a non-refundable block of hours, at a fixed cost to be used within 45 days of project kickoff, for MCCi Laserfiche Content Services work. MCCi will assign a Laserfiche Certified technical resource to assist the Client with their content services project. **Unused hours will expire after 45 days.**

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements.

EXCLUSIONS

MCCi is not responsible for the following:

- Creating custom coding and scripting
- Providing project management services
- Installing and configuring DMZ
- Configuring or modifying network or infrastructure
- Providing formal Laserfiche application training
- Configuring Laserfiche SDK

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Ensure that TLS 1.2 is configured on all Laserfiche Servers.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.

MCCI CONSULTING SERVICES – PROCESS ASSESSMENT PACKAGE

MCCi's Consulting Services – Process Assessment Package is designed for MCCi to meet with the Client onsite for two (2) consecutive days to conduct an assessment of the Client's business process and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. **CLIENT DELIVERABLES**

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- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCi DELIVERABLES

- Provide two (2) consecutive days onsite for Client interviews to define business process and pain points
- Provide one (1) written report on as-is and to-be states of business process, identified pain points, and suggested remedies using MCCi products and services

EXCLUSIONS

MCCi is not responsible for:

- Training and/or video recordings.
- Developing a written Statement of Work
- Conducting the implementation of suggested remedies and solutions

MCCi CONSULTING SERVICES – PROCESS ASSESSMENT AS A SERVICE – WITH CELONIS

MCCi's Consulting Services – Process Assessment as a Service offering is designed for MCCi to meet with the Client to conduct an assessment of the Client's business process(es) and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. MCCi will configure Celonis and deploy agents to monitor identified applications and users, as well as prepare a report identifying the results of the processing mining performed and process deviations therein. The Client will be interviewed by the MCCi Project Manager and Business Analyst to document the reasons for process deviations and opportunities for process improvement and automation. Finally, MCCi will deliver a proposed Statement of Work for up to one (1) project for up to one (1) process to be improved.

CLIENT DELIVERABLES

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCi DELIVERABLES

- Provide one (1) day onsite for Client interviews to define up to two (2) business process(es) and pain points
- Provide one (1) written report on as-is and to-be states of business process(es), identified pain points, and suggested remedies using MCCi products and services
- Provide one (1) written report on process deviations with figures provided by Celonis showing:
 - Amount of time each deviation adds to the process(es)
 - Narrative description of the deviation(s)
 - Findings from interviews regarding deviations
 - Recommendations for eliminating or improving the processing of each deviation
- Configuration of Celonis and respective agents
- Development of one (1) Statement of Work for up to one (1) process to be improved.

EXCLUSIONS

MCCi will not be responsible for:

- Training and/or video recordings
- Conducting the implementation of suggested remedies and solutions
- Providing Celonis licensing/subscription

ASSUMPTIONS

- Client will provide access to Celonis for at least three (3) MCCi users and at least two (2) Client users during the Client's Celonis subscription period.

MANAGED CLOUD SETUP PACKAGES

MCCi sets up Client's Managed Cloud infrastructure on Client's behalf, providing a secure and compliant environment without the worry of day-to-day management.

MCCi DELIVERABLES

- Provide Azure compute and networking resources
- Deploy security and identity management configurations

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- Setup monitoring and alerting
- Configure Backups and Update Management

EXCLUSIONS

- Migrating existing data
- Anything not expressly included

ATTENDED INFRASTRUCTURE ACCESS

MCCi's Attended Infrastructure Access is a service for Clients that are unable to grant the MCCi team unattended access to the project infrastructure being utilized. This package is necessary in the case that attended access is required due to, but not limited to, the following:

- Navigating Client availability and rescheduling, MCCi staff schedules, and time zone conflicts
- Limitation of remote access functions
- In session issues that arise
- Limited screen space
- Client questions and interaction during attended sessions

CLIENT DELIVERABLES:

- Provide enough attended access availability to accommodate the MCCi project team scheduling requests
- Adhere to agreed-upon scheduling for attended sessions
- Be available during entire attended session in case of issues with host machine, etc.

EXCLUSIONS

- Recording attended sessions
- Training

ASSUMPTIONS

- MCCi will have hardware input control
- Failure to abide by scheduling needs can result in a negative impact to the project timeline
- Client will have all needed credentials ready and available during attended sessions

MCCi'S SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■	■
Remote access support through web conferencing service ⁺	■	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]				■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

^{**} **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed

with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

ABBY

	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■	■
Remote access support through webconferencing service ⁺	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Create/update users or groups, import profiles, or update batches	■	■	■	■
Editing ABBY export script, import from Laserfiche, fields/variables within an existing project, or training		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

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

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

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 (Laserfiche, ABBY).
- 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).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
MCCi will access Client's system to review how Client's organization uses Client's 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.
- **LASERFICHE CERTIFICATIONS**
Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)

MCCi's **MSS 2** package provides all the MSS benefits plus is for clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.
- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**
Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.
- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**
Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.
- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.

- **SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **PASS** 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.

PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)

PASS 2 includes the benefits of **PASS** and provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge. **PASS 2** pricing for the advanced block of hours is based on a flat fee and MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS 2** can be used for the following:

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

- **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it's important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and are able to assist with the knowledge transfer to the new solution administrator if needed.

- **MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.

- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**

Avoid MCCi's after-hours premium charge for server migrations and upgrades. **PASS 2** clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's Weblink/Public Portal to meet Client's needs.

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)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MANAGED CLOUD OVERVIEW

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. Infrastructure as a Service (IaaS) reduces operational overhead and automates common activities (i.e., change requests, monitoring, patch management, security, and backup services). This service provides a full-lifecycle service to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

For existing clients who have a self-hosted solution that they wish to migrate to MCCi's Managed Cloud, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and not included in our standard packages.

FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide infrastructure support services for your environment, including:

- Network, security, system, computing resource, and database management
- Application deployment, scaling, and lifecycle management
- Patch management:
 - Monitoring and categorization of new patches and vulnerabilities
 - Client notification of patch related maintenance windows
 - Patch testing and roll-out
 - Auditing and reporting of device compliance
- Backup and restore services
- Operating system and SQL licensing needed for your infrastructure

AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is [FedRAMP Authorized](#) at Level High and handles data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with a high security and compliance level, Azure Government uses physically isolated datacenters and networks (located in the U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES encryption. Azure Disk Encryption available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

BACKUPS

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure Backup-based recovery-services offering provides two types of replications to keep your storage/data highly available:

Schedule:

A daily snapshot of all VM OS and attached storage disks

Retention:

MCCi's default retention period for Managed Cloud is ten days. Extended retention-period offerings available (45 days of daily backups, plus one monthly backup for 12 months) and priced separately.

Location:

MCCi's default offering is locally redundant storage (LRS) that replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.

Enhanced Offerings Available Upon Request:

Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the source data's primary location). GRS costs more than LRS, but GRS provides a higher durability level for your data, even if there's a regional outage.

FIREWALLS

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the "allow what you want to allow and deny all else" premise and protecting your network with security policies based on the application identity, irrespective of port, protocol, an evasive tactic, or encryption certificate to be used with SSL or TLS
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets and spyware, and unknown threats, such as advanced persistent threats
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment

IDENTITY MANAGEMENT INTEGRATION

Identity management is the organizational process for identifying, authenticating, and authorizing individuals or groups of people to access applications, systems, or networks by associating user rights and restrictions with established identities. Laserfiche supports several options for federating Identity Management to multiple providers. Depending on whether the system is a new deployment, or an existing deployment migrated to the Managed Cloud, there may be limitations in supported migration options or additional network communications required of the Client's network to support the desired configuration.

ABBYY OVERVIEW

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions, and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

ABBYY FLEXICAPTURE FOR INVOICES

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases analysis and forecasting accuracy. ABBYY's award-winning, AI-driven recognition neural networks, and machine learning technologies provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.



Efficiency gains

Realize more than a 400% increase in number of invoices an employee can process manually, and 30% less time responding in inquiries.



Reduced costs

Reduce the costs by 5-10 times compared to manual processing.



Faster cycle time

Decrease invoice cycle time (receipt to payment) to 5 days or shorter, nurture supplier relationships, and take advantage of early payment discounts.

ABBYY FLEXICAPTURE

ABBYY FlexiCapture is an Intelligent Document Processing platform built for the needs of today's complex digital enterprise. ABBYY FlexiCapture intelligently captures, classifies, and transfers critical data from unstructured and structured documents to the right process, workflow, and advanced recognition capabilities by bringing together the best NLP (natural language processing), machine learning, and advanced recognition capabilities or decision engine. ABBYY FlexiCapture automatically processes all types of documents from files and scanners in a single flow, including office documents and image formats, email attachments, and message bodies. Orchestrating the process from acquisition to delivery, FlexiCapture feeds content-driven business applications such as RPA and BPM (business process management), helping organizations focus on customer service, cost reduction, compliance, and competitive advantage.



Faster, straight-through processing

Content from documents entering through any channel, in any format, is automatically extracted, understood, and delivered, removing manual processing friction.



Smooth transactions, smart decisions, rapid action

Leverage customer-provided data to accelerate transactions, make smarter decisions, and provide quick, accurate responses to your customers.



Control, predictability, and compliance

Gain full chain of custody reporting and management for fine-tuning of results, while ensuring end-to-end compliance with your process and security models.

ABBYY DEFINITIONS

FLEXICAPTURE FOR INVOICES

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FlexiCapture for Invoices includes:

SUPERIOR QUALITY

The system is already trained with numerous variants of invoices, using neural networks technology, saving Client time and money. When Client begins processing the invoices, there is no need for Client to start with the fine-tuning and training on the samples.

STRAIGHT-THROUGH PROCESSING

Automated document processing from invoice arrival to posting without human intervention enables accounting staff to focus on exceptional invoices only.

BUSINESS-READY

ABBYY FlexiCapture for Invoices offers a quick and easy start to automated invoice processing without a long and cost-intensive deployment cycle. The solution is pre-configured to identify all necessary data fields on invoices and offers essential validation rules.

MULTI-CHANNEL INPUT

ABBYY's invoice solution supports multiple input channels like web-based invoice scanning, email, MFP, FTP, mobile capture, or fax. Capture at the point of entry instead of hand-to-hand paper transfer, enabling instant delivery of invoices into electronic workflows, adding transparency to Client's AP process.

PURCHASE ORDER MATCHING

Automated purchase order matching on header level and validation against ERP master databases decreases time required for manual verification, facilitates data reconciliation, streamlines the invoice processing cycle, and enables straight-through processing for matched documents. The automated matching results can be reviewed and validated by the accountant.

INTUITIVE DATA VERIFICATION

Time spent on invoice reviews and corrections can be reduced to a minimum thanks to an intuitive validation interface, which guides the accountant through the fields that require attention. Smart value suggestions and other useful features facilitate effective data verification.

ARCHIVE-READY

Invoice images are converted to compressed searchable PDF files ready for electronic archiving, which facilitates audits, timely response to internal or external inquiries, and supports compliance with financial document retention regulation.

TIGHT INTEGRATION

Supplied with proven connectors to various ERPs, approval workflows, BPM systems and Laserfiche, the solution can be seamlessly integrated in an existing financial environment.

MACHINE LEARNING BY USER SIDE

While Client uses the solution, it starts learning by feedback on Client's documents and additionally increases extraction quality. The more Client uses the solution, the better quality of results Client gets. Controllable on-the-fly training technology enables immediate data detection refinement directly by an accountant while reviewing the invoice. As opposed to "black-box"-life self-learning systems, ABBYY FlexiCapture for Invoices gives IT staff full control over the training results.

IMAGE ENHANCEMENTS

Enhanced Image pre-processing enables automatic clean-up and enhancement of images arriving from desktop or mobile scanning.

All images go through image enhancement and pre-processing, a process in which scanned images are altered to make them more suitable for analysis and recognition. This process includes operations such as removing noise (e.g., de-speckling), de-skewing (rotate), correct distortions and binarization.

ADVANCED CLASSIFICATION

FlexiCapture offers image, text, or rule-based classification methods that can be combined into a hierarchical system to deliver the greatest straight-through processing performance and reduced manual review. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern; and text classification which relies on statistical and semantic text analysis. Use any of these technologies separately or simultaneously to deliver faster response times and prompt decision making. Advanced classification can be used for the whole document flow in order to process not only invoices but the other types of documents within the same processing.

LINE ITEMS SUPPORT*

ABBYY supports table Line Items extraction such as: Article Number, Description, Unit Price, Quantity, TotalPriceNetto, VatCode, Vat Value, Vat Percentage, Total Price Brutto. A table extraction of line items can be performed with or without purchase order data.

*This functionality may vary based on Client's scope of services and may not include all the items above.

SCALABILITY AND ENHANCED PERFORMANCE

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up. The multi-tenant architecture allows several different groups of users to work within the system while having no access to each other's data and configuration parameters.

DOCUMENT SETS

Many business processes use documents that are all related to one another because they serve some common purpose. In ABBYY FlexiCapture, documents of this sort can be grouped together into document sets.

Multiple linked documents can be processed as one (1) complete case file, with various assembly, processing and validation checks, to improve efficiency in more complex case management scenarios (e.g., customer on-boarding scenarios, mortgage applications, insurance reports, and claims management). These scenarios imply not only document recognition, but also the need to check if all required documents have been provided (completeness check) and that all of them belong to the same case (continuity check), e.g., verify that the person's name is the same in all submitted documents. With the Document sets feature Client can create a table with the similar fields from different invoices to streamline the document processing of the group of similar documents and enable automated expense management for a well-rounded travel policy.

MOBILE CLIENT

Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly.

SINGLE SIGN-ON

Single sign-on (SSO) enables users to securely authenticate with multiple applications and websites by logging in only once. The most popular identity providers, such as Active Directory, Azure Active Directory, OKTA, and OneLogin, are supported out-of-the-box.

COMMAND LINE INTERFACE (CLI)

With Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of machine learning for all projects, backup or restore existing projects.

EXPORT FILE FORMATS

Data export formats: XLS, DBF, CSV, TXT, XML

Image export formats: TIFF, JPEG, PDF, PDF/A (Standard allows Client to select the version of the format standard. By default, the version of the standard is detected automatically. For PDF/A the following standard versions are currently available: 1a, 1b, 2a, 2b, 2u, 3a, 3b, 3u), BMP, JPEG2000, PCX packbits, PNG.

FLEXICAPTURE

FlexiCapture includes:

AUTO-LEARNING

The new auto-learning capabilities help accelerate time to production and significantly reduce ongoing system support and maintenance costs. The technology helps users to train the system to process flexible or irregular document layouts while the administrator retains full control to edit, fine-tune, or discard auto-learning results. The system continuously learns and improves based on feedback from users leveraging ABBYY advanced machine learning and Natural Language Processing.

ADVANCED DOCUMENT CLASSIFICATION

Inbound communication can be classified by form and content to optimize Client's organization's information-driven processes. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern, and text classification which relies on statistical and semantic text analysis.

SCALABILITY AND ENHANCED PERFORMANCE

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up.

SINGLE SOLUTION FOR ALL DOCUMENT TYPES

By using sophisticated document analysis, FlexiCapture is able to detect the exact type of paper or digital documents (spreadsheets, images, logos, etc.) and different areas within a document, even when text appears unreadable. Word, Excel, PDF, email bodies, scanned images, and other digital documents can be processed in the same flow.

IMAGE ENHANCEMENTS

ABBYY Image Enhancement automatically improves images captured by mobile devices to optimize processing. It is also indispensable for processing documents with complex backgrounds like transcripts, identification documents, and transportation forms, while automatically optimizing the image for processing or providing immediate feedback

if the image quality is poor. Features such as auto crop, background whitening, image quality assessment and capability to create custom enhancement profiles for different image sources, help process all documents regardless of their quality or source.

MULTI-LEVEL DATA PROTECTION

Various confidential data within documents can be hidden using different methods during exchange and verification by operators with different access rights. HTTPS provides bidirectional encryption between a user and a server to protect against data interception and tampering attacks.

ADVANCED MONITORING AND ANALYTICS TOOLS

Tools help Client analyzes document processing flow, ensure continuity of business process, and optimize and prioritize resources to tune performance and eliminate bottlenecks.

EASY ADMINISTRATION

With new Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of Machine learning for all projects, or backup or restore existing projects.

SMOOTH INTEGRATION

Default connectors for Blue Prism, Laserfiche and other systems are available.

MULTI-CHANNEL DATA ENTRY

Multi-channel data entry enables Client to process both paper and digital documents coming from multiple sources in a single flow, including MFPs, network scanners, emails, FTP, web post or hot folders and mobile devices.

MOBILE CAPTURE

Increase data availability and processing speed using mobile devices and other document sources for data entry. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly. Build the right mobile experience and capture workflow on Client’s device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY.

ONESPAN OVERVIEW

The world has gone digital, and it's not simply a question of doing business better, faster, and cheaper. Most businesses and government organizations move toward end-to-end digital business processes to improve customer experience by shifting away from paper and adopting electronic signatures. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

DOCUMENT SECURITY

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

COMPREHENSIVE AUDIT TRAILS

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).



JUSTFOIA OVERVIEW

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

JUSTFOIA DEFINITIONS

JUSTFOIA

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

REDACTION MODULE

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

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training, and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer’s organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer’s entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports

- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On (“SSO”) integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer’s IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate

PAYMENT PORTAL

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

ADOBE ACROBAT PRO PLUG-IN

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer’s JustFOIA system. It’s as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

ANY & ALL DOCUMENT MANAGEMENT

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

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

CUSTOM WORKFLOWS

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

TAB 9 - REQUIRED DOCUMENTS

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Donny Barstow

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahassee FL 32311

Authorized Signature E-SIGNED by Donny Barstow
on 2022-09-27 17:59:15 GMT

Date **October 24, 2022**

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name MCCi, LLC

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahssee, Florida 32311

Telephone Number (850) 701-0725

Fax Number (850) 564-7496

Email Address dwb@mccinnovations.com

Printed Name Donald Barstow

Title President and CEO

Authorized Signature E-SIGNED by Donny Barstow
on 2020-10-20 11:59:20 GMT

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



890 Hillview Court, Suite 300,
Milpitas, CA 95035, USA
Phone: +1 408 457 9777
Fax: +1 408 457 9778
sales@abbyyusa.com
www.abbyy.com

01.11.2022

To whom it may concern,

Please note that MCCI, is a certified Abby Elite Partner in good standing. MCCI is fully certified and authorized to sell and support the ABBYY product line.

Sincerely,

DocuSigned by:

C9AD4DF5557B455...

November 1, 2022



Re: Confirmation of OneSpan Authorized Reseller Status

November 14, 2022
Illinois

Chicago,

To whom It May Concern,

We confirm that **MCCi, LLC**, located at 3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 is an authorized OneSpan reseller in the territory of North America under a Non-Exclusive Reseller Agreement, executed between Raya and OneSpan on June 5th, 2020 ("Reseller Agreement").

OneSpan agrees that **MCCi, LLC** presents the OneSpan commercial offer, enters into business negotiations, and to signs a contract for its own account in response to any Requests for Proposals or Information (RFPs or RFIs) within the cited territory, for the OneSpan hardware and software products as well as Professional Services, that OneSpan develops and supplies. The above activities of **MCCi, LLC** are subject to the terms and conditions of the Reseller Agreement.

This confirmation is issued upon request of Raya in order to confirm **MCCi, LLC** status as reseller only. It may not be used for any other purpose, such as claims or legal proceedings against OneSpan and no third-party rights can be derived from it by any other person or entity.

Sincerely,

Clara Lee
Channel Manager North America
Clara.lee@onespan.com



OneSpan Middle East FZE
Dubai Silicon Oasis HQ Building, B Wing,
Office B609 P.O.Box: 341093, Dubai
United Arab Emirates



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-215

Agenda Date: 5/7/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the U.S. Department of Transportation for safe streets and roads for all grant program funding in the estimated amount of \$3,617,460.00 for the implementation of permanent improvements to NE 3rd Avenue from NE 38th Street to NE 44th Street; authorizing the City expenditure of 20% matching funds, if the grant is awarded to the City; and providing for an effective date. (Funds from Account #399-5050-541-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Funded in FY25 - \$904,365 (Local Share - 20% Matching Funds); Federal Share - \$3,617,460; Total Cost - \$4,521,825
Account Name: CIP - Infrastructure
Account Number: 399-5050-541-65-30

Background/History

Safe Streets and Roads for All grants are focused on improving roadway safety for all users by reducing and eliminating serious injury and fatal crashes through comprehensive safety action plans and their subsequent implementation. With the adoption of Resolution 2023/045 on March 7, 2023, to establish a Vision Zero Master Plan, staff has identified this grant as an opportunity to fund the implementation of permanent improvements for the temporary installation created during the BTactical quick build project in December 2021. Proposed permanent improvements include extension of the southbound bike lane, adding high-visibility crosswalks and permanent curb extensions. Since the initial BTactical installation, City staff has met with the public in 2022 for the FAU walkability workshop for Tedder and Tallman Pines and on Tuesday, April 30, 2024, a public meeting was held at Broward North Hospital to discuss this grant application with local residents.

Current Activity

This item approves authorization to submit a grant application to the US Department of Transportation for a Safe Streets and Roads for All grant, for implementation of permanent improvements to NE 3rd Avenue from NE 38th Street to NE 44th Street. The \$3,617,460 federal share will require a 20% local match (\$904,365). If awarded, the grant agreement will require subsequent City Commission approval. Staff will budget the local match in FY25 in anticipation of the award and City Commission approval.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S DEPARTMENT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM FUNDING IN THE ESTIMATED AMOUNT OF \$3,617,460.00 FOR THE IMPLEMENTATION OF PERMANENT IMPROVEMENTS TO NE 3RD AVENUE FROM NE 38TH STREET TO NE 44TH STREET; AUTHORIZING THE CITY EXPENDITURE OF 20% MATCHING FUNDS IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 7, 2023, the City Commission passed and adopted Resolution No. 2023/045 supporting the development of a Vision Zero action plan to eliminate traffic-related fatalities within the City; and

WHEREAS, City staff has identified the U.S. Department of Transportation’s Safe Streets and Roads For All Grant Program (“SS4A Program”) as an opportunity to fund the implementation of permanent improvements for the temporary installation created during the BTactical quick build project in December of 2021 located at NE 3rd Avenue from NE 38th Street to NE 44th Street (the “Project”); and

WHEREAS, the Project improvements include the extension of the southbound bike lane, adding high visibility crosswalks and permanent curb extensions; and

WHEREAS, the SS4A Program provides for two main competitive grants as follows: (1) Planning and Demonstration Grants for comprehensive safety action plans; and (2) Implementation Grants; and

WHEREAS. City staff desires to submit a grant application to the U.S. Department of Transportation (the “Department”) for consideration under the Implementation Grants Category to obtain funding in the amount of \$3,617,460.00 for the Project (the “Grant Application”); and

WHEREAS, on April 30, 2024, City Staff held a public meeting at Broward North Hospital to discuss the Grant Application with the City’s local residents; and

WHEREAS, the estimated cost of the Project is \$4,521,825.00 and the SS4A Grant requires a 20% matching fund contribution in the amount of \$904,365.00 (the “Matching Funds”); and

WHEREAS, the City is seeking funding in the amount of \$3,617,460.00 (the “Grant”) from the SS4A Program; and

WHEREAS, staff recommends the City Commission approve the submission of the Grant Application to the Department, and authorize the expenditure of the Matching Funds in the amount of \$904,365.00 if the Grant is awarded to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the submission of the Grant Application to the U.S. Department of Transportation for the Grant in the amount of \$3,617,460.00 for the Project. The City Manager or designee is authorized to sign and submit the Grant Application.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes and approves the City’s expenditure of the City’s Matching Funds in the amount of \$904,365.00 to fund the Project.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-200

Agenda Date: 5/7/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposal No. #24-11-VP for beach amenity rental services to Oceanside Beach Service, Inc.; authorizing the City Manager or his designee to negotiate and execute an agreement with the sole responsive and responsible proposer, Oceanside Beach Service, Inc. for a two-year term with two additional two-year renewal options with a minimum annual revenue to the City of \$200,000.00; providing for implementation and an effective date. (Funds from Account #001-0000-323-91-00 - Cabana)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Fiscal Impact

Revenue: \$200,000 annually

Account Name: Cabana

Account Number: 001-0000-323-91-00

Background/History

On January 29, 2024, the City issued RFP #24-11-VP for Beach Amenity Rental Services to select a contractor to perform beach amenity rental services for the City upon expiration of the current contract with Oceanside Beach Services, Inc. The City received one proposal from Oceanside Beach Service, Inc (Oceanside), which is the existing vendor. On March 7, 2024, the due date and time, the Purchasing and Contract Administration Division opened the one (1) proposal that was timely received. The proposal was reviewed by the Purchasing and Contract Administration Division to ensure the proposal met the RFP requirements. The Evaluation Committee reviewed the proposal and ranked Oceanside as the top ranked proposer with a minimum annual beach concession fee of \$200,000 to the City. After the Evaluation Committee determined their ranking and recommendation, the City and Oceanside commenced discussions regarding a potential contract.

Current Activity

Oceanside is the current vendor for the beach amenity services and this award will be a continuation of their services. The current vendor has five sections with up to 50 setups in the first four sections and up to 35 in the fifth section. The vendor operates 365 days out of the year and they offer a variety of amenity items such as cabana's, lounge chairs, wooden strap chairs, tables, and umbrella's. The price ranges from as low as \$15 an hour and up to \$60 for daily rates. The operating hours are seven days a week 9-5 pm Sept-March and 9-6 pm April-August.

Recommendation

The Parks and Recreation Department recommends approval of the award for RFP #24-11-VP for Beach Amenity Services to Oceanside Beach Service, Inc.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSAL NO. #24-11-VP FOR BEACH AMENITY RENTAL SERVICES TO OCEANSIDE BEACH SERVICE, INC.; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE SOLE RESPONSIVE AND RESPONSIBLE PROPOSER, OCEANSIDE BEACH SERVICE, INC. FOR A TWO-YEAR TERM WITH TWO ADDITIONAL TWO-YEAR RENEWAL OPTIONS WITH A MINIMUM ANNUAL REVENUE TO THE CITY OF \$200,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 24-11-VP (the “RFP”) for Beach Amenity Rental Services (the “Services”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on January 29, 2024, and the notice was also sent to 107 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, four vendors viewed the RFP documents; and

WHEREAS, on February 6, 2024, a non-mandatory pre-proposal conference was held in person and via Zoom; and

WHEREAS, on March 7, 2024 at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) opened the one proposal that was timely received, and reviewed the proposal to ensure it met the RFP requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the one response in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 12, 2024 to score the response based on the weighted criteria stated in the RFP; and

WHEREAS, following the scoring, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the award of the RFP to Oceanside Beach Service, Inc., the sole responsive and responsible proposer, (“Oceanside”) and authorize the City Manager to negotiate a contract with Oceanside.; and

WHEREAS, the City will receive annual revenue from Oceanside in the amount of \$200,000.00 or 30% of the total annual revenue, whichever is greater.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the RFP to Oceanside, the sole responsive and responsible Proposer to the RFP.

Section 3. The City Manager or designee and City Attorney are hereby authorized to negotiate an agreement with Oceanside with the City receiving annual revenue in the amount of \$200,000.00 or 30% of the revenue, whichever is greater, which Agreement shall be consistent with the terms of the RFP.

Section 4. Upon completion of the negotiations with Oceanside, the City Manager is hereby authorized to execute the Agreement with Oceanside, consistent with the terms of the RFP, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Greg Warner, Director of Parks and Recreation
FROM: Venessa Pierre-Pajotte, Buyer
THROUGH: Theresa Webb, Purchasing Manager
DATE: April 22, 2024
RE: Beach Amenity Rental Services, RFP #24-11-VP

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Beach Amenity Rental Services, RFP #24-11-VP. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

The RFP was advertised in the legal notices section of the Sun-Sentinel on January 29, 2024. The notice was also sent to one hundred seven (107) prospective Offeror's via the e-Procurement Marketplace.

Four (4) vendors viewed the documents of the RFP.

On February 6, 2024 at 11:00 AM EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.

Two (2) Addendums were issued to make changes to the RFP documents.

On March 7, 2024, at 1:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed one (1) proposal. The proposal was reviewed by the Purchasing and Contract Administration Division to ensure the proposal met the RFP requirements.

Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and the evaluation sheets.

Each Evaluation Committee Member independently reviewed and scored the one (1) responsive proposal according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on March 12, 2024 at 1:00 PM EST in person.

The Evaluation Committee consisted of: Elizabeth Ricci, Assistant Director of Parks and Recreation; Kris Mory, Director of Economic Development; Mike Brown, Ocean Rescue Chief, Gregory Naranjo, Administrator of Waterfront and Aquatics; Arturo Gonzalez, Superintendent of Parks.

The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Fee Structure and Revenue Sharing	30
Price and Quality of Equipment and Supplies for Resale and Rental	20
Operational and Management Plan	20
Qualifications and Experience of Firm and Assigned Personnel	20
References	10

The proposals were scored and ranked (after Evaluation Committee Members Independent Review) as follows:

Ranking	Elizabeth Ricci	Kris Mory	Mike Brown	Gregory Naranjo	Arturo Gonzalez	Total Average Score	Ranking
Oceanside Beach Service, Inc.	92	89	90	83	84	87.60	1

Following the final ranking, Mike Brown made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer Oceanside Beach Service, Inc. This motion was seconded by Kris Mory. The Evaluation Committee was unanimous in their decision.

Reference checks were conducted on Oceanside Beach Service, Inc. and revealed positive ratings.

Initial Contract Term will be two (2) years with two (2) additional two (2) year renewal options. Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract to the first ranked Proposer, Oceanside Beach Service, Inc.

Please use this memorandum and all attachments as backup to the City Manager for the next available City Commission meeting.

Att: Tabulation Sheets, Tabulation Summary, Scope of Work

1	Minimum Beach Amenity Concession Fee						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.		Annually		\$200,000.00	\$200,000.00	

2	Minimum Beach Amenity Concession Fee						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.		Monthly		\$16,667.00	\$16,667.00	

3	Revenue Share Percentage Sum (Beach Amenities).						
	Supplier	QTY	UOM	Estimated	Percentage	Extended	Supplier Notes
	Oceanside Beach Service, Inc.	1	EA		0.3%		

4	Products and Equipment for Rental (hourly rental rate structure)						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.				\$30.00	\$30.00	

4.1	Product / Equipment						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.	1	hr		\$10.00	\$10.00	OBS lounge chair

4.2	Product / Equipment						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.	1	hr		\$10.00	\$10.00	OBS umbrella

4.3	Product / Equipment						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Oceanside Beach Service, Inc.	1	hr		\$10.00	\$10.00	OBS cabana hood

4.4	Product / Equipment						
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4.5	Product / Equipment						
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5	Products and Equipment for Rental (daily rental rate structure)						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes

Oceanside Beach Service, Inc.	\$95.00	\$95.00
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5.1	Product / Equipment					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Oceanside Beach Service, Inc.	1	day		\$30.00	\$30.00 OBS lounge chair
5.2	Product / Equipment					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Oceanside Beach Service, Inc.	1	day		\$30.00	\$30.00 OBS umbrella
5.3	Product / Equipment					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Oceanside Beach Service, Inc.	1	day		\$30.00	\$30.00 OBS cabana
5.4	Product / Equipment					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Oceanside Beach Service, Inc.	1	day		\$5.00	\$5.00 OBS table
5.5	Product / Equipment					
5.6	Product / Equipment					

Event Number	24-11-VP Addendum 2	Organization	City of Deerfield Beach
Event Title	Beach Amenity Rental Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is requesting se	Event Owner	Vanessa Pierre-Pajotte
Event Type	RFP	Email	vpajotte@deerfield-beach.com
Issue Date	1/29/2024 11:59:14 PM (ET)	Phone	(954) 480-4415
Close Date	3/7/2024 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Oceanside Beach Service, Inc.	North Palm Beach	FL	3/7/2024 09:08:04 AM (ET)	10	\$216,792.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI - SCOPE OF WORK

1. Introduction

The City of Deerfield Beach (City) is requesting sealed proposals from qualified vendors (Contractor) to provide high quality Beach Amenity Rental Services for the City. The scope of services consists of furnishing all labor, supplies, equipment, tools, services, and supervision necessary to perform and maintain a first class, neat, safe, sanitary and professional operation and in accordance with and subject to the terms and conditions of the final contract and all Applicable Laws. The Contractor shall create an atmosphere suitable for families with young children. Contractor shall ensure at all times that services provided are of high quality when compared to similar operations in both locally and nationally. The agreement between the Contractor and the City shall be deemed a management agreement and not a lease agreement. When the term "Premises" is used, that shall refer to the Beach Concessions facilities, and other structures and areas where Contractor is granted management responsibility or concession rights. The Contractor is being retained to, subject to the restrictions set forth herein, use its experience, expertise, and judgment to achieve the goals and objectives of this RFP.

2. Resale and Rental of Beach Amenities

- a. The beach amenities shall include the rental or sale of common beach amenities limited to beach umbrellas, beach chairs, cabanas, tanning lotions, and sunscreens. Any proposed modifications to the amenities provided herein shall be subject to the prior written approval by the City. No other operations buildings, sheds or storage structures not already at the beach shall be employed, constructed or placed at the beach by the Contractor without the written authorization of the City Manager which shall be at the sole discretion of the City Manager. The City expects to receive either \$200,000 annually in monthly payments of \$16,666.66 or Thirty percent (30%) of Gross Revenues.
- b. Beach amenities shall specifically not include food or beverages. The City Manager shall have the authority to amend the limits contained herein in his/her sole discretion.
- c. The Contractor shall secure all chairs, umbrellas, cabanas and equipment using proper means and locking devices. Storage equipment shelters are not permitted without the approval of the City in writing, which approval shall be at the sole and absolute discretion of the City; any required permitting from state or county agencies shall be at the sole cost and expense of the Contractor and shall be the responsibility of Contractor. The City shall not be responsible for any loss, damage, or theft of any products or equipment.

3. Equipment Location and Placement Restrictions

- a. Setups shall be defined as:
 - One (1) umbrella with one (1) cabana; or
 - One (1) umbrella with one (1) or two (2) chairs or recliners
- b. Setups may be pre-arranged by the Contractor each day in advance in accordance with item #8(g) contained herein.
- c. Each of the five (5) Setup Areas defined and illustrated herein, shall be restricted to twenty-five (25) setups:

Eastern Boundary - Ten (10) feet West of the high tide line.

Western Boundary – Distance as agreed upon with Ocean Rescue.

Northern Boundary – Twenty (20) feet south of the Lifeguard Station two (2)

Southern Boundary – Southernmost City property line to Twenty (20) feet north of Lifeguard Station (LS) nine (9).

Twenty (20) feet north and south from any Lifeguard Station (LS), extending from the berm to the Atlantic Ocean or distance as agreed upon by Ocean Rescue.

a) **(SEE ATTACHED EXHIBIT I & II FOR LOCATION AS DETAILED ABOVE)**

- d. The City shall have the right to approve or disapprove all locations, and limit the number of advanced equipment setups in designated locations. The City shall have the right to require the Contractor to relocate any equipment upon demand of the City Manager or his designated representative, if the City determines that a hazardous or unsightly condition exists in an area where such equipment is located or where the City is undertaking a special event.
- e. The City shall have the right to increase or decrease the number of locations at the discretion of the City.

4. Fees, Rates, and Admissions

a. Resale and Rental Rates and Fees

All resale and rental for concessions and amenities rates shall be visibly posted on the Premises at all times during operation. All rates shall be consistent with those rates and fees for similar services and merchandise in recreational facilities and tourist attractions in the Dade, Broward, and Palm Beach County market, and shall be determined by the Contractor based upon its reasonable judgment.

b. Payment Methods

Contractor shall at a minimum accept the following payment methods for all Concessions:
Three (3) major credit cards including at least two (2) of the following: Visa, MasterCard, or American Express for transactions of at least five dollars (\$5.00).
Debit Card
Cash

5. Hours of Operation

Contractor shall be responsible for Concession operations during the dates, time, and circumstances detailed herein. The Beach Concessions shall be required to be open for business every day year-round, notwithstanding any exceptions stated herein. Exceptions may be requested by the Contractor and granted by the City Manager or required by the City Manager to accommodate special events, unusual circumstances, or force majeure events. All dates and time are subject to change in the City's sole discretion, and upon thirty (30) day written notice to the Contractor.

a. Beach Concession Hours

The Beach Concession Operating hours shall open during those hours in which City lifeguards are on duty, which are 9:00 a.m. to 5:00 p.m. Monday thru Sunday from

September thru March, and 9:00 a.m. to 7:00 p.m. Monday thru Sunday from April thru August. Exceptions shall only be considered when inclement weather conditions do not warrant the operation of the Beach Concessions or with an advanced request for such change and approval by an authorized City Manager.

b. Special Circumstances

Operator shall coordinate and cooperate with the City regarding special events and activities conducted in and around the facilities and shall, upon request from the City, suspend operation of the concessions when such events are warranted.

i. Force Majeure and Unsafe Conditions

The City Manager, or designee, may authorize closing of the concessions and/or Premises for the safety of the public. In these instances, they shall remain closed until the City authorizes its reopening. Should Ocean Rescue staff determine that a safety condition exists that poses a risk, Ocean Rescue staff have the authority to direct the Contractor to close portions of, or the entirety of, the concessions and/or Premises. If the closure is for a period of seven (7) or more consecutive days, Contractor may request, in writing, that the Concession Fee be prorated. Such request may be granted or denied in the City's sole and absolute discretion. Contractor shall suspend operation of the concession whenever severe storms or other severe climatic hazards make human health or safety a concern in the sole opinion of the City.

ii. Special Events

The City will hold sponsored and co-sponsored events and activities on the beach from time to time. In such cases, the City may request that the Contractor cease and desist operations during the term of, and in the area of the special event and/or production, and the Contractor shall cease and desist during said term. If the Contractor is not required to close, and chooses to remain open without interference to the special event and/or production, Contractor agrees to cooperate with the City. During such events, the Contractor may be allowed to continue operations or be assigned a temporary location elsewhere within close proximity of the original assigned site or in certain instances, to suspend operations for up to one day. During the event, the Contractor has the option of operating his/her equipment from the temporary site or stopping operations until the event is over. The City reserves the right to allow other rental of concessions to operate upon the original assigned site or in close proximity to that site during special events as may be approved by the City.

6. Management and Staffing

a. General

- i. All employees of the Contractor and any Sub-Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Deerfield Beach. Contractor shall determine who is hired and fired (subject to certain rights of the City described below) and shall control the training, conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent Contractors, representatives, guests, and invitees consistent with the operation of a first class Beach Concession and otherwise in accordance with applicable laws and regulations.

The City is relying on the Contractor's experience and expertise to retain qualified personnel and direct them as necessary to meet the goals and objectives of the RFP.

- ii. The Contractor, based upon its experience and expertise, shall employ workers and supervisory staff to service this operation who are, competent, neat, clean, sober, well groomed, courteous to the public and City staff, and conversant and literate in the English language. All employees shall be employees of the Contractor and shall receive no benefits of any kind whatsoever from City and shall have no contractual or employment relationship with the City.
- iii. All employees shall be fully trained by Contractor as it deems appropriate, in the tasks they are asked to undertake and said training and performance shall be of a high quality when compared to similar operations in Broward and Palm Beach Counties.
- iv. Contractor shall be responsible for ensuring all employees who will work in or on the Premises meet the background check requirement, City Ordinance 38-117. At no time during the term of the contract shall an employee of Contractor be permitted on the Premises or perform any of work pursuant to this contract prior to the completion of the background check requirement and confirmation of such requirement by the City.

b. Uniforms

All personnel shall dress in a manner appropriate for Beach Concessions. Contractor shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel shall wear visible identification provided by the City, and a Contractor uniform while working at all times.

c. Staffing Levels

Contractor shall, at all times, maintain an adequate on-duty staffing level to provide high-quality concession services and comply with all terms and conditions of this Contract, on a full-time basis in order to handle patron demand efficiently. Contractor shall determine, based upon its experience and expertise, the appropriate staffing level. An employee shall be present at all times at the beach concession location during the hours of operation. A minimum of one (1) staff/concession personnel shall be stationed at the Beach Concession.

d. Substitution of Personnel

Contractor shall determine the staffing and replacement of personnel in its sole discretion provided such personnel are competent, trained to perform the assigned task, and complete the background check requirement.

e. Management and Supervision

An experienced manager, as chosen and employed by Contractor, shall oversee the daily operation of the Concessions and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with the terms and conditions of this Contract at all times while the Concessions are in operation.

7. Regulations, Enforcement, and Security

- a. The Contractor shall enforce all City ordinances regulations pertaining to the Premises as may be amended from time to time using discretion to defer to the appropriate law enforcement agency. Contractor shall comply with the permit requirements developed by the County's Department of Environmental Resources Management and Florida's Department of Environmental Protection relative to Submerged Lands Agreement Special Conditions. Contractor shall not commit or permit any reckless or dangerous conduct on the Premises at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- b. The Contractor shall not prohibit or hinder City or Department personnel or any law enforcement officers from performing their official duties and shall fully cooperate with the City and its personnel in the performance of all municipal functions. Contractor shall ensure that all Contractors' personnel obey instructions from City personnel, including Ocean Rescue staff, and the Broward Sheriff's Office when performing their official duties.
- c. The Contractor shall abide by all rules and regulations established (either presently or in the future) and/or posted at the Premises and intended for use by the general public.
- d. The Contractor shall not interfere with private owners' use of their equipment on the public beach and shall not in any other way interfere with persons using the beach. The Contractor's rights hereunder are nonexclusive.
- e. Contractor shall provide adequate security for the Premises and all portions of them for the purposes of protecting persons and property as it deems appropriate. This is not to be misconstrued as a requirement to provide additional security services; rather a requirement that Contractor and its personnel are responsible for the general security of the Premises while operating.
- f. Contractor shall provide to the City a written incident report of any violations, incidents, accidents, or destruction or damage to property or person occurring on the Premises within four (4) hours from the time of the occurrence. In addition to the above requirement, the Contractor and its assigned personnel shall use its best judgment to verbally report immediately to the City any major occurrence which may require intervention from the City or law enforcement, attract media attention, or present an unsafe condition for the public.
- g. **Sea Turtles and Environmental Regulations**
Contractor agrees and understands that the State of Florida has advised that in order to place facilities and/or equipment on the beach, surveys for marine turtle nesting activity shall be ongoing between the period of March 1 and October 31, or as determined by the State of Florida each year:
 - i. It is the responsibility of the Contractor to abide by any order issued by the State of Florida and/or cooperate with Broward County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State.
 - ii. In the event an unmarked marine turtle nest is exposed, or a dead, injured, or a sick marine turtle is discovered, the Contractor shall call the Sea Turtle Hotline (954) 328-0580 or immediately notify the appropriate City authority such that appropriate conservation measures may be taken.
 - iii. If Contractor or his/her staff sees someone harassing a sea turtle or poaching a nest, Contractor shall immediately call the Florida Fish and Wildlife Conservation commission at 1-888-404-3922 to report the matter.

- iv. No temporary lighting associated with the Concessions will be permitted at any time during the marine turtle-nesting season and no permanent lighting is authorized.
- v. The placement and removal of concessions and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.
- vi. Disturbing the existing beach, and dune topography and vegetation is prohibited.
- vii. Compliance with all State, County and City ordinances and regulations on beach lighting or other activity or beach vegetative on or near the beach shall be deemed a binding obligation of the Contractor.

8. Maintenance and Repair of Premises

- a. The Contractor shall be responsible to have a neat, clean and orderly operation at all times and is responsible for maintaining this condition during operating hours within the Premises. The Contractor shall be under no obligation to clean the beach of seaweed and other materials washed ashore by wave action. The Contractor shall not permit any destruction or damage to the Premises other than normal wear and tear. To the extent any damage is caused to the Premises in excess of normal wear and tear, it shall be the responsibility of the Contractor to promptly remedy the destruction or damage and return the facility to its condition prior to the destruction or damage.
- b. The City shall throughout the contract assume the responsibility for all repairs and maintenance to the Premises' systems, including but not limited to electrical, roof, and permanent fixtures and structures; except as a result of wrongful action, omission, negligence, or default by the Contractor its employees, agents, operators, invitees, or guests.
- c. Contractor shall not cause or permit any alterations or repairs to the Premises that would come under the purview of the City in its maintenance and repair obligations of the Contract. Contractor shall not cut, drill into, disfigure, deface or injure any part of the Premises or perform or undertake any alteration, addition, improvement or construction to or in the Premises, other than minor or cosmetic alterations which are interior and nonstructural in nature, without City's prior written consent, which consent shall be at the sole and absolute discretion of the City. In no case shall any alteration, holes, or other changes of any nature be permitted for the roof of any structure used by the Contractor. In the event Contractor is permitted to make interior improvements requiring a building permit (other than signage), Contractor shall require any agreement for performing any work in connection with its Improvements to indemnify and hold City (including its elected officials, officers, employees and agents) harmless from any and all loss, damage, cost, or expense, including, but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal injury, property damage or both caused by such Contractor, its Sub-contractors, agents and employees in connection with performing such work. Contractor, at its sole cost and expense, shall obtain all required governmental approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Contractor, or any operations undertaken by Contractor, including but not limited to departments, divisions or offices of the State, County, City, and the federal government. All such work shall be at the sole risk of the Contractor and the City shall be indemnified and held harmless by Contractor for any property damage or personal injuries resulting therefrom.
- d. If major repairs are required, not as a result of wrongful actions, negligence, acts or

omissions by the Contractor, which require the Premises to be closed for more than three (3) business days, Concession Fees shall be prorated for the time in which closure to the Premises is required, as the Contractor's sole and exclusive remedy.

- e. Should the City be required to conduct maintenance or make any repairs to which it is obligated, the Contractor shall cooperate with the City in providing access and adjust its operating schedule and operations to permit such; The City, by its officers, employees, agents, representatives, Operators and furnishers of utilities and other services, shall have the right upon reasonable, advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Contractor, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the reasonable opinion of the City, be deemed necessary or advisable and from time to time to maintain such systems or parts of them and in connection with such maintenance.
- f. Contractor shall be required to keep the Premises in good useable condition throughout the term of the contract. Contractor shall be responsible for returning the Premises to its original condition within twenty (20) days from the expiration or termination of the Contract, with the exception of approved improvements made to the Premises by the City or Contractor that are permanent fixtures.

9. Recycling and Solid Waste

The removal of solid waste and recyclables from the appropriate containers on the Premises, commercial solid waste and recycling disposal services, shall be the responsibility of, and at the expense of the City. The Contractor shall be responsible for the proper placement of solid waste and recyclables into the appropriate containers as detailed hereunder. It is expected that the Contractor implements a recycling plan to reduce the amount of materials entering the City's solid waste stream. The Contractor shall have the joint responsibility with the City in ensuring trash, debris, and rubbish left within the Beach Concession area is properly disposed of and that the area is kept in a neat and sanitary condition. Contractor shall dispose of materials in the closest appropriate city solid waste or recycling container.

10. Janitorial Services

The Contractor shall be solely responsible for the janitorial services of the Beach Concession facility, including exterior windows and entries; this excludes required pressure washing. Janitorial services provided by the Contractor shall result in a high standard of cleanliness and be completed daily.

11. Odor and Drainage

- a. Contractor shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or as otherwise prohibited by applicable laws.
- b. In no event shall Contractor permit any drainage to occur from the Premises on to the adjacent beach area.

12. Signage and Advertisement

Unless approved by the City in writing, in its sole and absolute discretion, the Contractor shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, balloons antennae or fixtures to the Premises without the prior written consent of the City at the sole and absolute discretion of the City, and shall be done so in accordance with all City sign and building codes, and all County and State laws, ordinances, rules and regulations.

a. Signs

- i. Contractor shall post at the Premises a list of prices charged, and a pennant at the Premises not larger than twelve (12) inches wide and twenty-four (24) inches long, which shall show the name of the operator.
- ii. The City shall have the right to display state, local, and international flags during special dates throughout the year. All displays and storage of flags will be the responsibility of the City.

b. Advertising

- i. Should the Contractor wish to include advertisement on umbrellas, cabanas and equipment, the Contractor shall seek the prior approval of the City in writing, in its sole and absolute discretion. The Contractor shall share equally with the City any and all payments received from promotional advertisement.
- ii. "Hawking" to attract attention and/or summoning or accosting any person is prohibited. The playing of music or allowing other activity that disturbs the public is prohibited.
- iii. Contractor shall not conduct special events or promotions of any kind in or on the Premises unless prior written approval by the City has been granted which approval shall be granted in the sole discretion of the City.

13. Performance Review Process

The success of the Beach Concessions is paramount to the City. Furthermore; as the property is owned by the City of Deerfield Beach, the performance of the Beach Concession, whether positive or negative, will be perceived by patrons, and the City's residents, visitors, and businesses as a direct reflection of the City. Therefore, Contractor agrees to cooperate with the City in undertaking an annual review of their performance which may include a review of the following:

- Patron Feedback
- Third-Party Surveys
- Consumer Reviews
- Conformity to the Operator's Responsibilities
- Compliance with State and Local Law
- Maintenance of Required Licenses and Certifications

14. Rights of Entry Reserved

The City, by its officers, employees, agents, representatives and Operators shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the

same, for observing the performance by Contractor of its obligations under this contract and for the doing of any act or thing for which the City may be obligated or have the right to do under this contract or otherwise, subject to the provisions of this Contract, provided that, in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

a. No Breach

The exercise of any or all of the foregoing rights by the City or others to the extent permitted by this Contract shall not be or be construed to be a breach nor be made the grounds for any abatement of fees nor any claim or demand for damages, consequential or otherwise.

b. Police Powers

Nothing contained in this contract shall be deemed to in any way limit the City in the exercise of their police, municipal governing, and regulatory powers.

15. Other Provisions

a. Americans with Disabilities Act

The Contractor shall provide services to patrons in a manner consistent with the provision of the Americans with Disabilities Act (ADA).

b. Safety and OSHA Requirements

Contractor shall comply with all applicable safety and health codes including OSHA regulations. All hazardous materials shall be kept out of public sight at all times. Any incident relating to hazardous materials shall be reported to the City immediately.

c. Assignment

Contractor shall not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") all or any portion of its interest in this Agreement. The City shall have a right to approve or disallow any sale of more than 50% of the assets of Contractor or the entity that constitutes the Contractor based upon its determination, in its sole reasonable discretion, whether the assignee meets the standards set forth in the RFP and whether it has equal experience, financial capabilities and abilities of the Contractor.

d. Licenses, Fees and Taxes

Contractor shall pay, on or before their respective due dates, to the appropriate collecting authorities, all federal, State, County, and City taxes, [ad valorem (if and when any are levied), sales, excise, or otherwise], licenses, permits, assessments, and fees, which are now or may subsequently be levied upon or apportioned to the Premises or the Premises operated by the Contractor, or upon any of Contractor's property used in connection with this concession agreement, or upon any rental or sales incomes or other sums payable under this agreement, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, State, County and City licenses and permits, now or subsequently required for the operation of the business conducted by Contractor including, but not limited to, occupational licenses. It is the intention that the City not be liable for any state, federal, or County taxes or fees resulting from the use by Contractor of City facilities or properties or activities of Contractor under this agreement.

- e. Cooperate with the City during any storm events to secure all storage facilities and to protect the public.
- f. Contractor represents, warrants and covenants to City that the Premises shall be at all times kept free and clear of all liens, claims and encumbrances created by or through Contractor (other than those created or consented to by City). If any claim of lien or notice of lien shall be filed against the Premises created by or through Contractor, Contractor shall, at its sole cost and expense, within thirty (30) calendar days after notice of any such filing, cause the same to be discharged of record by payment, deposit, transfer bond, or order of a court of competent jurisdiction. Contractor shall not be deemed to be City's agent so as to confer upon any agreement or sub-agreement or providing labor or services to the Premises (whether in connection with Contractor's Improvements or otherwise) a construction lien, mechanic's lien or both against City's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum disclaiming such liability on the part of City which shall be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

16. Equipment Offerings :

- 1) **Packages:** "seating for two (2) w/umbrella or cabana"
Rates: Daily, Hourly, 10 Day pass, 20 Day pass
- 2) **Membership(s):** Annual ONLY
Regular: "seating for 2 w/umbrella or cabana"
Premium: "Seating for 2 w/umbrella or cabana, plus an extra chair or umbrella"
- 3) **Additional Options:**
 - Wooden chair (Hourly, daily, annually)
 - Strap Chair (hourly, daily, annually)
 - Umbrella (Hourly or daily)
 - Cabana Hood (Hourly or daily)
 - Table (Daily only)
 - Cushions (daily only)



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-221

Agenda Date: 5/7/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Cove Brewery, LLC, for the Covechella Event taking place at 1500 SE 3rd Court within the Cove Shopping Plaza on July 20, 2024, from 1:00 pm to 10:00 pm; approving use of the southwest side of the Cove Shopping Plaza and a road closure on the southwest side of the plaza on July 20, 2024, from 5:00 am to 12:00 am for the event; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Cove Brewery, LLC, located in the Cove Shopping Plaza is planning Covechella in celebration of the Cove Brewery's first anniversary on Saturday, July 20th. The event will include outdoor music and a one-day temporary extension of the brewery's operations into the southwest parking lot.

Jay Whelchel, owner of Cove Brewery, LLC, requested a road closure of the City operated plaza in the southwest portion of the Cove Shopping Plaza on Saturday, July 20th for the first annual Covechella in celebration of the Cove Brewery's first anniversary. The event will include outdoor music and a one-day temporary extension of the brewery's operations into the parking lot.

Cove Brewery, LLC, has presented the event application and an accompanying map to the Public Safety Director, the Broward Sheriff's Office and the Fire Department. This was done to secure the approval and ensure that any potential safety issues were addressed, allowing emergency vehicles to maintain access to the parking lot. Cove Brewery has also obtained three letters of endorsement from the surrounding businesses in the Cove Plaza, including Modern Rose, Embossed Hair Studio, and Tipperary Pub.

Cove Brewery LLC, is requesting approval for the use and closure of the Cove Shopping Plaza on the far southwest side of 1550 SE 3rd Ct #100, Deerfield Beach, FL 33441 on Saturday, July 20, 2024 from 1 PM - 10 PM with road closures from 5 AM - Midnight.

If the request is approved, the organization has committed to securing the necessary temporary liquor license to expand operations into the event space. Additionally, they will arrange for the Broward Sheriff's Office special detail officers and obtain a temporary structure permit for their stage.

Current Activity

Community Events received a Special Events Application from Cove Brewery LLC, for the first annual

Covechella Saturday, July 20th, from 1 PM - 10 PM with road closures from 5 AM - Midnight on the southwest side of the Cove Shopping Plaza 1550 SE 3rd Ct #100, Deerfield Beach, FL 33441. This is a first-time request for the City Commission.

Recommendation

Staff recommends approval of the event and road closure.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY COVE BREWERY, LLC, FOR THE COVECHELLA EVENT TAKING PLACE AT 1500 SE 3RD COURT WITHIN THE COVE SHOPPING PLAZA ON JULY 20, 2024 FROM 1:00 PM TO 10:00 PM; APPROVING USE OF THE SOUTHWEST SIDE OF THE COVE SHOPPING PLAZA AND A ROAD CLOSURE ON THE SOUTHWEST SIDE OF THE PLAZA ON JULY 20, 2024, FROM 5:00 AM TO 12:00 AM FOR THE EVENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Cove Brewery, LLC, (the “Applicant”) intends to hold the Covechella Event celebrating the one year anniversary of the Cove Brewery on July 20, 2024 from 1:00 p.m. to 10:00 p.m. located at 1550 SE 3rd Court #100 and has requested road closures at the southwest side of 1550 SE 3rd Court from 5:00 a.m. to 12:00 a.m. on July 20, 2024 within the Cove Shopping Plaza (“Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), approximately 300 to 500 individuals are anticipated to participate in the Event; and

WHEREAS, the Applicant’s Event Application inclusive of a map, was submitted, reviewed and approved by the City’s Public Safety Director, the Broward Sheriff’s Office and the Fire Department, to ensure all safety issues were addressed, including access of emergency vehicles to the parking lot; and

WHEREAS, upon approval of the Special Event Permit, the Applicant has agreed to secure the necessary temporary liquor license to expand operations into the event space, as well as arrange for the Broward Sheriff’s Office special detail officers, and obtain a temporary structure permit for the music stage; and

WHEREAS, the Applicant has provided letters of endorsement for the Event from the surrounding businesses in the Cove Shopping Plaza, including Modern Rose, Embossed Hair Studio and Tipperary Pub; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the road closure on the southwest side of the Cove Shopping Plaza, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Event Application, including the road closure on the southwest side of the Cove Shopping Plaza, subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

Section 3. The appropriate City Officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Deerfield Beach
Florida

SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Cove Brewery, LLC	Today's Date:	3/19/24		
Contact Name:	Jay Wheelchel	Email Address:	jwheelchel@wheelchelpartners.com		
Contact Phone (Home):	561-939-6636	Contact Phone (Cell):	561-866-1065		
Address:	1500 SE 3RD Court, #100	Fax:	N/A		
City:	Deerfield Beach	State:	FL	Zip Code:	33441
Is this Organization ☒ For Profit ☐ Nonprofit*					
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					

Event Information

Name of Event:	COVECHELLA		Event Date:	7-20-24	
Event Address:	Street (in front of 1500 SE 3RD Ct.)		City:	Deerfield Beach	
State:	FL	Zip Code:	33441	Event Category:	Athletic/Recreation
Purpose of Event:	Road closure for block party with live entertainment (stage) musical				
Description of Event:	Block party w/ Live entertainment; stage musical Ideally, it will become an annual music & arts festival with multiple musical acts				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	7/20/24	Sat	9:00 Am	1:00 pm	
Event Day 1	7/20/24	Sat	1:00 pm	10:00 pm	300 - 500
Event Day 2	—	—	—	—	
Event Day 3	—	—	—	—	
Break Down	7/20/24	Sat	11:00 pm	12:00 Am	
# of years event has been in existence?	1	Past Attendance:	1st Time		
Previous Location(s):	N/A				
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).					
Signature of Property Owner:		Date:		Phone:	
Printed name of Property Owner:					

Event Information
(Continued from page 1)

Will you require the use of a City park? If yes, please select park. N/A

Will your event require the use of the beach? ☐ Yes ☒ No
If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.

Will your event need additional sanitation supplies? ☒ Yes ☐ No

Will you require the use of additional City staff/equipment? ☐ Yes ☒ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No
If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☐ Yes ☒ No
If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No
If yes, how many space are you requesting?

Will your event require use of the City Showmobile?* ☐ Yes ☒ No
*A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☐ Yes ☒ No
If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☒ Yes ☒ No Number of Food Vendors: 0

Where will the food be prepared? On Site Method used for cooking: N/A

Vendor list provided to the City? N/A ☐ Yes ☒ No

Food vendors have all permits/licenses required? N/A ☐ Yes ☐ No

Number of other vendors: 0 Vendor list provided to the City? ☐ Yes ☐ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☒ Yes ☐ No
If yes, has liquor license been issued? If the event is approved, the organization will secure the temp. liquor license to expand into the event space. ☐ Yes ☐ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☒ No

Tent Size	# of Tents	Tent Location

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☒ Yes ☐ No

Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used: N/A We have electrical receptacles on Bldg

Will a generator be used? ☒ Yes Size of Generator: Over 5KW (5000 Watts) with extension cord
***A generator over 5KW/5000 Watts will require an additional permit. **OK

Will gas equipment be used? ☐ Yes ☒ No

Type of fuel source: N/A

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No										
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos										
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No										
	Type of amusement ride: N/A										
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No										
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☒ Yes ☐ No ***If closing FDOT roads, approval of the City Commission is required.										
	Will you be using a licensed professional security company to provide security services for your event? ↓ ☒ Yes BSO ☐ No										
	Company Name: BSO off-duty officer		Contact Person: TBD								
Contact Number: TBD	Will safety equipment be used? ☐ Yes ☐ No										
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: www.covebrewery.com										
	How do you plan on marketing your event? (select all that apply)										
	☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other										
	Promotional Signs/Banners:										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 15%;">Size:</th> <th style="width: 35%;">Description:</th> </tr> </thead> <tbody> <tr> <td>Banner</td> <td>10 x 4'</td> <td>on railing @ Cove Brewery</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Location:	Size:	Description:	Banner	10 x 4'	on railing @ Cove Brewery		
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Location:	Size:	Description:									
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No										
	Will amplified sound equipment be used? ☒ Yes ☐ No										
	Will musical entertainment be used? ☒ Yes ☐ No										
Please describe any type of entertainment and sound equipment below:											
Musical bands											
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No										
	How are the proceeds being used? 										
	Name of benefiting organization: 										
	Contact Person: 	Contact Phone Number: 									



COVEBRE-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	CONTACT NAME:	PHONE (A/C, No, Ext): (561) 808-6665	FAX (A/C, No): (561) 276-5244
	E-MAIL ADDRESS: rbrowner@plastridge.com		
INSURED Cove Brewery, LLC 1500 SE 3rd Ct #100 Deerfield Beach, FL 33441	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co.		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	PHPK2558182	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	PHPK2558182	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	PHUB865320	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PERSONAL & ADVE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		PHPK22558182	5/25/2023	5/25/2024	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brewery / Taproom

The certificate holder is also listed as an additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Broward Sheriff's Office
2601 W Broward Blvd
Ft Lauderdale, FL 33312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



COVEBRE-01

CERTIFICATE OF LIABILITY INSURANCE

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	PHPK2558182	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	PHPK2558182	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	PHUB865320	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PERSONAL & ADVE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	☒ Liquor Liability	X		PHPK22558182	5/25/2023	5/25/2024	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brewery / Taproom

The certificate holder is also listed as an additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Cove Brewery, LLC (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 19 day of March, of 2024

Applicant Signature

John D. Whelchel, Jr. President

Print Name

Title

Witnesses

Signature

Jennifer DiLorenzo

Print Name

3/19/24

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.

April 10th, 2024
To: Adele Trizzino
Community Events Manager, CPRP
Parks & Recreation
401A SW 4th Street
Deerfield Beach, FL 33441
954.480.4429

Event Date: July 20th, 2024

Dear

Adele Trizzino, I am writing on behalf of Modern Rose to express our enthusiastic support for the upcoming community event that Cove Brewery, is considering hosting. As your neighboring business, we are excited about the prospect of such an event and believe it will have a positive impact on our community. Cove Brewery has a proven track record of fostering community engagement and creating opportunities for meaningful connections among residents. Hosting this event aligns perfectly with your mission and values, and we are confident that it will further enhance the sense of unity and cooperation in our neighborhood and community plaza.

Furthermore, we believe that this event will not only benefit the community but also provide valuable exposure and networking opportunities for both our businesses and most importantly we are excited that this will be a charitable event.

By collaborating on such initiatives, we can amplify our collective impact and contribute to the overall well-being and prosperity of our neighborhood. As a neighboring business, we are committed to supporting Cove Brewery in any way we can to ensure the success of this event. Whether it's providing logistical assistance, promoting the event to our customers, and adding value to this event.

In conclusion, we wholeheartedly endorse the idea of hosting this community event and believe it will be a tremendous success. Thank you for considering our support, and please do not hesitate to reach out if there is anything we can do to assist you further. Sincerely,

X

Emilio Dominguez
Owner | Modern Rose
331 SE 15th Terrace
Deerfield Beach, FL 33441

April 10th, 2024
To: Adele Trizzino
Community Events Manager, CPRP
Parks & Recreation
401A SW 4th Street
Deerfield Beach, FL 33441
954.480.4429

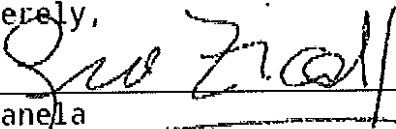
Event Date: July 20th, 2024

Dear, Adele Trizzino, I am writing on behalf of Marianela | Embosssd Hair Studio Zic support for the upcoming community event, CoveChella, that Cove Brewery, is consider these on that you're you were taking away the one thing that you need food because you so much if I take the THC drop which I won't and it will affect me not as bad as you say something affect you 24 hours and even the doctors are saying that these that you drowsy longer than the normal person because you have a weak heart but is that why I'm trying to come. I'm not trying to Doctor. I'm trying to gather fax everything this is what was happening was there was here we never record so I think there's a research research research online quack on the Internet without neighboring businesses such an event and believe it will have a positive impact on our community. Cove Brewery fostering community engagement and creating opportunities for meaningful connections aligns perfectly with your mission and values, and we are confident that it will foster cooperation in our neighborhood and community plaza.

Furthermore, we believe that this event will not only benefit the community but also networking opportunities for both our businesses and most importantly we are excited By collaborating on such initiatives, we can amplify our collective impact and contribute to the prosperity of our neighborhood. As a neighboring business, we are committed to supporting ensure the success of this event. Whether it's providing logistical assistance, providing adding value to this event.

In conclusion, we wholeheartedly endorse the idea of hosting this community event and success. Thank you for considering our support, and please do not hesitate to reach out to assist you further.

Sincerely,

X 
Marianela
Owner

Embosssd Hair Studio Zicarelli
333 SE 15th Terrace
Deerfield Beach, FL 33441
754.227.7740

April 10th, 2024

To: Adeline Trizano

Community Events Manager, CPREP

Parks & Recreation

401A SW 4th Street

Clearfield Beach, FL 33441

354.480.4429

Event Date: July 20th, 2024

Dear

Adeline Trizano, I am writing on behalf of Richard Maggione | Tipperary Pub, to express our enthusiastic support for the upcoming community event that Cove Brewery is considering hosting. As your neighboring business, we are excited about the prospect of such an event and believe it will have a positive impact on our community. Cove Brewery has a proven track record of fostering community engagement and creating opportunities for meaningful connections among residents. Hosting this event aligns perfectly with your mission and values, and we are confident that it will further enhance the sense of unity and cooperation in our neighborhood and community plaza.

Furthermore, we believe that this event will not only benefit the community but also provide valuable exposure and networking opportunities for both our businesses and meet important we are excited that this will be a fantastic event.

By collaborating on such initiatives, we can amplify our collective impact and contribute to the overall well-being and prosperity of our neighborhood. As a neighboring business, we are committed to supporting Cove Brewery in any way we can to ensure the success of this event. Whether it's providing logistical assistance, promoting the event to our customers, and adding value to this event.

In conclusion, we wholeheartedly endorse the idea of hosting this community event and believe it will be a tremendous success. Thank you for considering our support, and please do not hesitate to reach out if there is anything we can do to assist you further. Sincerely,



Richard Maggione | Tipperary Pub
1540 SE 3rd CT
Clearfield Beach, FL 33441



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-219

Agenda Date: 5/7/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Christian Skaters, Inc. dba Sea the Reef/Surf Skate Science for World Ocean Day at 200 NE 21st Avenue on the beach just north of the International Fishing Pier on June 1, 2024, from 9:00 am to 2:00 pm; approving a waiver of parking fees; and providing for an effective date. (Funds from Account #001-0000-347-21-01 - Program Activity Fees Taxable & 001-0000-344-50-00 - Parking Meter Fees)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$566.80 Fee Waiver (If Commission approves the waiver)

Account Name: Program Activity Fees Taxable

Account Number: 001-0000-347-21-01

Secondary Account Name: Parking Meter Fees

Secondary Account Number: 001-0000-344-50-00

Background/History

The Organizer/Applicant, Christian Skaters Inc. dba Sea the Reef/Surf Skate Science, is planning a "World Ocean Day Event" for Saturday, June 1st from 9 AM to 2 PM, on the beach just north of the International Fishing Pier. The free event aims to raise awareness about the importance of coral reefs that include hands-on educational activities and artwork centered on ecological ocean education and conservation. Sea the Reef Surf Skate Science has requested a waiver of the \$500 beach rental fees and the \$66.80 cost of four parking spaces at the Kirk Cottrell parking lot. The total cost of the fee waiver requested is \$566.80.

Location: Kirk Cortell Pavillion Parking lot

Time 5:00 AM - 3:00 PM

Rate: \$1.67 x 10 hours

of spaces: 4

Total \$66.80

Beach Rental Fee:

Fee: \$500

Total Cost: \$566.80

Current Activity

Community Events received a Special Events Application from Christian Skaters Inc. d/b/a Sea the Reef/Surf Skate Science for its World Ocean Day event to be held on Saturday, June 1 from 9 AM to 2 PM, on the beach just north of the International Fishing Pier in front of JB's restaurant. The Applicant is requesting the use of four (4) parking spots located at the Kirk Cottrell Parking Lot and approximately 50 feet x 70 feet of beach for the activity village.

Recommendation

Staff recommends approving the permit request for "World Ocean Day". However, no waiver of fees for beach usage is endorsed by staff.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY CHRISTIAN SKATERS, INC. DBA SEA THE REEF/SURF SKATE SCIENCE FOR WORLD OCEAN DAY AT 200 NE 21ST AVENUE ON THE BEACH JUST NORTH OF THE INTERNATIONAL FISHING PIER ON JUNE 1, 2024 FROM 9:00 AM TO 2:00 PM; DENYING A WAIVER OF FEES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Christian Skaters, Inc. d/b/a Sea the Reef /Surf Skate Science (the “Applicant”) intends to hold a World Ocean Day Event on June 1, 2024 from 9:00 a.m. to 2:00 p.m. at 200 NE 21st Avenue, specifically on the beach just north of the International Fishing Pier (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), approximately 250 individuals are anticipated to attend the Event; and

WHEREAS, the Applicant is requesting a waiver of fees for a total of four (4) parking spaces located at the Kirk Cottrell Parking Lot, for a total parking fee waiver amount of \$66.80, and a waiver of the beach rental fee in the amount of \$500.00 for a total fee waiver of \$566.80 (collectively, the “Fee Waivers”); and

WHEREAS, City staff is not recommending approval of the requested Fee Waivers; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Event Application subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event. The City Commission hereby denies the request for the Fee Waivers.

Section 3. The appropriate City Officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information	Organization Name:	Christian Skaters Inc. DBA Sea the Reef/Surf Skate Science			Today's Date:	3/29/2024
	Contact Name:	Toni Frallicciardi		Email Address:	info@surfskatescience.com	
	Contact Phone (Home):			Contact Phone (Cell):	9546047883	
	Address:	2006 NW 48 Avenue			Fax:	
	City:	Coconut Creek	State:	FL	Zip Code:	33063
	Is this Organization ☐ For Profit ☒ Nonprofit*					
	*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event:	World Ocean Day			Event Date:	6/1/2024
	Event Address:	200 NE 21st Avenue			City:	Deerfield Beach
	State:	FL	Zip Code:	33441	Event Category:	Festival
	Purpose of Event:	Free educational event to bring awareness to the importance of our coral reefs off the coast of South Florida.				
	Description of Event:	Community participation of ecological and temporary art installation by artist Beatriz Chachamovtis and educational booths for the community to learn and engage by a variety of ocean based organization. Sponsored in part by Island Water Sports and Jane Goodall Roots &				
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	6/1/2024	Saturday	After turtle inspection	one hour set up	15
	Event Day 1	6/1/2024	Saturday	9am	2pm	500 throughout day
	Event Day 2					
	Event Day 3					
Break Down						
# of years event has been in existence? 2 Past Attendance: 250						
Previous Location(s): Deerfield Beach Sand North of Pier						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).						
Signature of Property Owner: _____ Date: _____ Phone: _____						
Printed name of Property Owner: _____						

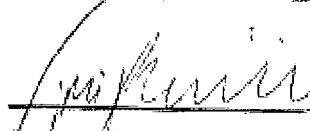
Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. N/A																	
	Will your event require the use of the beach?	☒ Yes ☐ No																
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.																	
	Will your event need additional sanitation supplies?	☐ Yes ☒ No																
	Will you require the use of additional City staff/equipment?	☐ Yes ☒ No																
	Will you require parking spaces in Main Beach Parking Lot?	☐ Yes ☒ No																
	If yes, how many spaces are you requesting? 																	
	Will you require parking spaces along Ocean Way?	☐ Yes ☒ No																
	If yes, how many spaces are you requesting? 																	
	Will you require parking spaces at the Pier Parking Lot? *	☐ Yes ☒ No																
If yes, how many space are you requesting? 																		
* Requesting 4 spaces at Kirk Cottrell Pavillion due to pier repair project																		
* Are you requesting any of the above fees to be waived by the city?		☒ Yes ☐ No																
If yes, what fees are you requesting waived?																		
permit beach & parking																		
All waiver of fee requests below must be approved by the City Commission.																		
Vendor Information	Will your event be serving food? ☐ Yes ☒ No	Number of Food Vendors: 0																
	Where will the food be prepared? On Site	Method used for cooking: N/A																
	Vendor list provided to the City?	☐ Yes ☐ No																
	Food vendors have all permits/licenses required?	☐ Yes ☐ No																
	Number of other vendors: 12	Education Village Vendor list provided to the City?																
Additional BSO/Building Requirements	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☒ No															
	If yes, has liquor license been issued?		☐ Yes ☐ No															
	If you answer yes to any of the below questions, a permit may be required																	
	Will you be using any tents for your event?		☐ Yes ☐ No															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Tent Size</th> <th style="width: 20%;"># of Tents</th> <th style="width: 50%;">Tent Location</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Tent Size	# of Tents	Tent Location												
	Tent Size	# of Tents	Tent Location															
Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited																		
Will you be using a stage for your event?		☐ Yes ☒ No																
Will your event require electricity?		☐ Yes ☒ No																
Type of electrical power to be used: N/A																		
Will a generator be used? ☐ Yes ☒ No		Size of Generator: Over 5KW (5000 Watts)																
***A generator over 5KW/5000 Watts will require an additional permit.																		
Will gas equipment be used?		☐ Yes ☒ No																
Type of fuel source: N/A																		

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No	
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos	
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No	
	Type of amusement ride: N/A	
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No	
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ****If closing FDOT roads, approval of the City Commission is required.	
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No	
Company Name: _____ Contact Person: _____		
Contact Number: _____ Will safety equipment be used? ☐ Yes ☐ No		
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: _____	
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☒ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☐ Other	
	Promotional Signs/Banners:	
	Location: _____	Size: _____
	Island Water Sports	3 long banners printed signs at dome
	Misc	Press, email marketing, flyers to families
	Directional Signs:	
Location: _____	Size: _____	
Yard Signs Near Beach	10	
Portable Sign at Kirk Cotrell Pavilion	1 Free standing sign	
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No	
	Will amplified sound equipment be used? ☐ Yes ☒ No	
	Will musical entertainment be used? ☐ Yes ☒ No	
Please describe any type of entertainment and sound equipment below:		
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No	
	How are the proceeds being used? NA	
	Name of benefiting organization: NA	
	Contact Person: Toni Frallicciardi	Contact Phone Number: 9546047883

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

_____, Insert official name of vendor), hereinafter referred to as "Vendor," in the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to indemnify, defend and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from, and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (secure activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

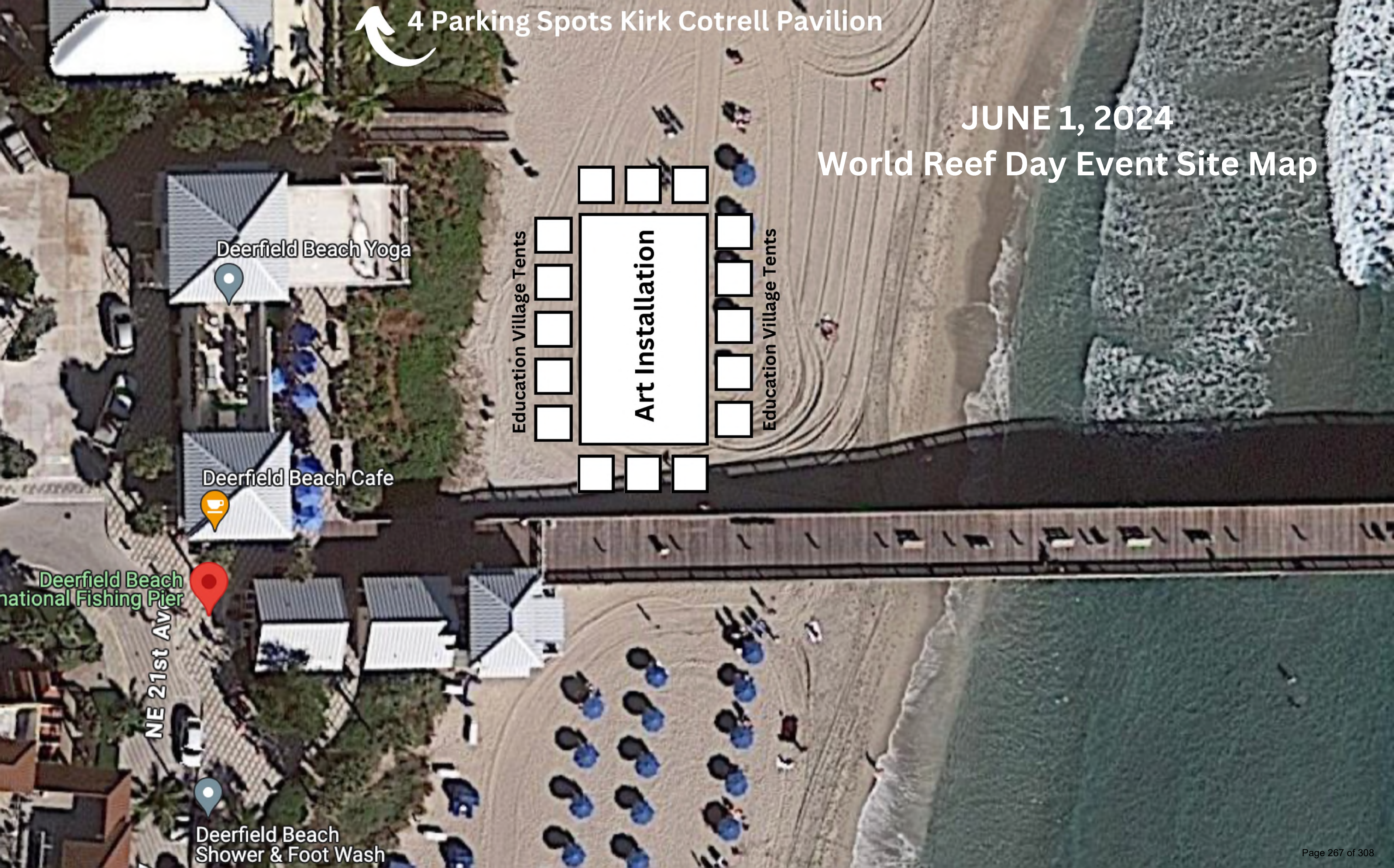
This 29 day of March of 2024

 Applicant Signature	<u>Tom LaRocca</u> Print Name	<u>Cofounder</u> Title
Witnesses  Signature	<u>Vises Fralucciardi</u> Print Name	<u>Cofounder</u> Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.

4 Parking Spots Kirk Cotrell Pavilion

JUNE 1, 2024 World Reef Day Event Site Map



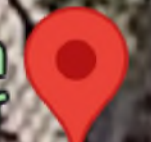
Deerfield Beach Yoga



Deerfield Beach Cafe



Deerfield Beach National Fishing Pier



NE 21st Ave



Deerfield Beach Shower & Foot Wash

Education Village Tents

Art Installation

Education Village Tents

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 26 2006

CHRISTIAN SKATERS INC
C/O RICHARD C GRUBER
6560 N FEDERAL HWY STE 522
FORT LAUDERDALE, FL 33308-1417

Employer Identification Number:
20-2772942
DLN:
17053024047036
Contact Person:
LISA M COGHILL ID# 31021
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 2, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C No. Ext.): (888) 202-3007 FAX (A/C No.): E-MAIL: contact@hiscox.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Christian Skaters Inc DBA Surf Skate Science 2006 Nw 48 Avenue Coconut Creek, FL 33063	NAIC # 10200	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.324.572.3	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ S/T Gen. Agg. \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER

CANCELLATION

City of Deerfield Beach
150 NE 2nd Avenue; Deerfield Beach, FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-208

Agenda Date: 5/7/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$7,794,885, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 21, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(8)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 day after the end of the fiscal year, may amend the budget for a purpose not specifically authorized in paragraph 166.241(8)(a) or paragraph (b), in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess revenues.

Current Activity

As outlined in Exhibit A, supplemental budget appropriations and budget transfers are requested primarily for revenue recognition, interfund transfers between operating funds and capital project funds, and carryforward adjustments for construction projects:

General Funds

- General Fund revenue recognition in the amount of \$410,164 for the Fire Pension State Contribution passed through the City from the State.
- General Fund revenue recognition in the amount of \$604,087 for Charges for Services related to Boat Ramp Parking Fees and Fire Inspection Fees.
- General Fund revenue recognition in the amount of \$146,118 of Other Financial Sources related to Interest on Ad Valorem Taxes, Opioids Litigation Proceeds and Community Contributions.
- Community Services Department expenditure increased by \$2,500 related to community contributions.

- Office of Public Safety Department expenditure increased by \$94,618 for Opioids prevention, outreach, and education.
- Interfund transfer from the General Operating Fund to the General Capital Fund in the amount of \$1,063,251 for the Beach Lot acquisition (\$913,000) and the West Community Center renovation project (\$150,251).
- General Capital Fund expenditure increased by \$1,063,251 for the Beach Lot acquisition (\$913,000) and the West Community Center renovation project (\$150,251).

2018 Construction Revenue Bond Fund

- Reduction of bond proceeds by \$7,794,885 of the 2018 Construction Revenue Bond Fund to reflect prior fiscal year's actual carryforward balance.
- This carryforward was anticipated to be expended in FY24; however, the portion of work related to these expenses were completed by the close of FY23:
 1. City Hall Renovations - \$100
 2. Street Resurfacing - \$91,861
 3. Braithwaite City of Active Aging - \$5,512,010
 4. Tigner Center - \$2,190,914

Energy Performance Project Fund

- Energy Performance Project Fund revenue recognition in the amount of \$36,479 for investment interest earned from capital lease proceeds.
- Energy Performance Project Fund expenditure increased by \$36,479 to acquire Solid Waste capital equipment.

Solid Waste Funds

- Solid Waste Fund revenue recognition of \$1,359,274 related to the Siemens closeout agreement.
- Interfund transfers from the Solid Waste Operating Fund to the Solid Waste Capital Fund in the amount of \$1,359,274 related to the Siemens' closeout agreement and release to acquire Solid Waste capital equipment.
- Solid Waste Capital Fund expenditure increased by \$1,359,274 to acquire Solid Waste capital equipment.

Stormwater Funds

- Reappropriation of the Stormwater Fund capital expenditures to recognize the interfund transfer to the Stormwater Capital Fund for the West Deerfield Drainage Improvement project (\$64,897) and the Stormwater Improvements project (\$359,019).
- Interfund transfers from the Stormwater Operating Fund to the Stormwater Capital Fund in the amount of \$423,916 for the West Deerfield Drainage Improvement project (\$64,897) and the Stormwater Improvements project (\$359,019).
- Stormwater Capital Fund expenditure increased by \$423,916 for the West Deerfield Drainage Improvement project (\$64,897) and the Stormwater Improvements project (\$359,019).

Recommendation

Staff recommends adoption of the ordinance and setting the public hearing for May 21, 2024.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$7,794,885, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(8), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2024; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(2) of the City Charter, the City Commission may, by Ordinance, reduce appropriations to a fund for the fiscal year when it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated to such fund; and

WHEREAS, pursuant to Section 5.05(3) of the City Charter, upon written request approved by the City Commission, the City Manager may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes Fiscal Year 2024 budget transfers and appropriations as follows: (i) supplemental appropriations and budget transfers to and within various City Funds, as reflected in Exhibit "A", and (ii) the reduction of appropriations to the 2018 Construction Revenue Bond Fund by \$7,794,885, as reflected in Exhibit "A" (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2024, as set forth in the attached Exhibit "A", (the "Budget Amendment").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A”, is hereby approved.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2024

GENERAL FUND	ORIGINAL	BUDGET	AMENDED
REVENUES:	BUDGET	AMENDMENT	BUDGET
Property Taxes	60,318,310	-	60,318,310
Sales and Use Taxes	-	410,164	410,164
Communication Service Taxes	2,400,000	-	2,400,000
Public Service Taxes	9,305,000	-	9,305,000
Licenses and Permits	770,000	-	770,000
Franchise Fees	6,170,000	-	6,170,000
Local Option Gas Tax	6,700,000	-	6,700,000
Fire Assessment Fees	17,462,511	-	17,462,511
Intergovernmental	2,894,000	-	2,894,000
Charges for Services	9,933,251	604,087	10,537,338
Fines and Forfeits	1,477,500	-	1,477,500
Grants and Contributions	1,055,380	-	1,055,380
Administration Fees	8,079,662	-	8,079,662
Other Financing Sources	4,936,300	146,118	5,082,418
TOTAL SOURCES	131,501,914	1,160,369	132,662,283
Transfers In	9,673,289	-	9,673,289
Fund Balances/Reserves	14,789,051	-	14,789,051
TOTAL REVENUES, TRANSFERS & BALANCES	155,964,254	1,160,369	157,124,623
EXPENDITURES:			
City Commission	564,241	-	564,241
City Manager	892,629	-	892,629
City Clerk	623,103	-	623,103
City Attorney	585,500	-	585,500
Financial Services	3,958,325	-	3,958,325
Human Resources	12,571,025	-	12,571,025
Planning & Development Services	1,793,460	-	1,793,460
Information Technology Services	3,568,944	-	3,568,944
Economic Development	747,122	-	747,122
Community Services	5,056,063	2,500	5,058,563
Public Affairs & Marketing	692,314	-	692,314
Office of Public Safety	80,112,922	94,618	80,207,540
Sustainable Management	1,826,832	-	1,826,832
Environmental Services	5,277,770	-	5,277,770
Parks & Recreation	18,417,494	-	18,417,494
Debt Service	6,460,257	-	6,460,257
Additional Considerations	(679,440)	-	(679,440)
TOTAL EXPENDITURES	142,468,561	97,118	142,565,679
Transfers Out	13,495,693	1,063,251	14,558,944
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	155,964,254	1,160,369	157,124,623

GENERAL CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Loan Proceeds	13,991,274	-	13,991,274
TOTAL SOURCES	13,991,274	-	13,991,274
Transfers In	12,164,127	1,063,251	13,227,378
Fund Balances/Reserves	750,000	-	750,000
TOTAL REVENUES, TRANSFERS & BALANCES	26,905,401	1,063,251	27,968,652
EXPENDITURES:			
Capital Project Expenditures	26,905,401	1,063,251	27,968,652
TOTAL EXPENDITURES	26,905,401	1,063,251	27,968,652
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	26,905,401	1,063,251	27,968,652
2018 CONSTRUCTION REVENUE BOND FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Federal Grant Funding	1,399,796	-	1,399,796
Capital Lease Proceeds	21,234,963	(7,794,885)	13,440,078
TOTAL SOURCES	22,634,759	(7,794,885)	14,839,874
Fund Balances/Reserves	250,000	-	250,000
TOTAL REVENUES, TRANSFERS & BALANCES	22,884,759	(7,794,885)	15,089,874
EXPENDITURES:			
Capital Project Expenditures	22,884,759	(7,794,885)	15,089,874
TOTAL EXPENDITURES	22,884,759	(7,794,885)	15,089,874
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	22,884,759	(7,794,885)	15,089,874
ENERGY PERFORMANCE PROJECT FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Capital Lease Proceeds	560,726	36,479	597,205
TOTAL SOURCES	560,726	36,479	597,205
TOTAL REVENUES, TRANSFERS & BALANCES	560,726	36,479	597,205
EXPENDITURES:			
Capital Expenditures	560,726	36,479	597,205
TOTAL EXPENDITURES	560,726	36,479	597,205
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	560,726	36,479	597,205

SOLID WASTE FUND	ORIGINAL	BUDGET	AMENDED
REVENUES:	BUDGET	AMENDMENT	BUDGET
Operating Revenues	24,070,750	1,359,274	25,430,024
Loan Proceeds	386,660	-	386,660
TOTAL SOURCES	24,457,410	1,359,274	25,816,684
Transfers In	300,000	-	300,000
Fund Balances/Reserves	178,900	-	178,900
TOTAL REVENUES, TRANSFERS & BALANCES	24,936,310	1,359,274	26,295,584
EXPENDITURES:			
Operating Expenditures	22,262,975	-	22,262,975
Additional Consideration	1,685,354	-	1,685,354
TOTAL EXPENDITURES	23,948,329	-	23,948,329
Transfers Out	987,981	1,359,274	2,347,255
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	24,936,310	1,359,274	26,295,584

SOLID WASTE CAPITAL FUND	ORIGINAL	BUDGET	AMENDED
REVENUES:	BUDGET	AMENDMENT	BUDGET
Loan Proceeds	438,070	-	438,070
Capital Lease Proceeds	2,139,501	-	2,139,501
TOTAL SOURCES	2,577,571	-	2,577,571
Transfers In	-	1,359,274	1,359,274
TOTAL REVENUES, TRANSFERS & BALANCES	2,577,571	1,359,274	3,936,845
EXPENDITURES:			
Capital Expenditures	2,577,571	1,359,274	3,936,845
TOTAL EXPENDITURES	2,577,571	1,359,274	3,936,845
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	2,577,571	1,359,274	3,936,845

STORMWATER FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Operating Revenues	2,368,993	-	2,368,993
TOTAL SOURCES	2,368,993	-	2,368,993
Fund Balances/Reserves	2,869,899	-	2,869,899
TOTAL REVENUES, TRANSFERS & BALANCES	5,238,892	-	5,238,892
EXPENDITURES:			
Operating Expenditures	2,629,346	-	2,629,346
Capital Expenditures	423,916	(423,916)	-
TOTAL EXPENDITURES	3,053,262	(423,916)	2,629,346
Transfers Out	2,185,630	423,916	2,609,546
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	5,238,892	-	5,238,892

STORMWATER CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Loan Proceeds	916,517	-	916,517
TOTAL SOURCES	916,517	-	916,517
Transfers In	10,644,277	423,916	11,068,193
TOTAL REVENUES, TRANSFERS & BALANCES	11,560,794	423,916	11,984,710
EXPENDITURES:			
Capital Expenditures	11,560,794	423,916	11,984,710
TOTAL EXPENDITURES	11,560,794	423,916	11,984,710
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	11,560,794	423,916	11,984,710



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-122

Agenda Date: 5/7/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to reflect a reduction in the hourly rate funding and in the annual funding from Broward County; authorizing execution of the Second Amendment; providing for implementation and an effective date. (Funds from Account #001-0000-344-31-00 - General Fund Deerfield Express)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$157,900.81

Account Name: General Fund/Deerfield Express

Account Number: 001-0000-344-31-00

Background/History

The City of Deerfield Beach and Broward County have provided supplemental community shuttle services for individuals to have accessibility to various Broward County Transit routes and to provide transportation for transportation-disadvantaged residents.

Pursuant to Resolution 2019/136, the City Commission entered into an Interlocal Agreement (ILA) with Broward County to provide transportation services for the benefit of City residents and businesses on the community shuttle routes, Deerfield Beach Express I (DBE I) and Deerfield Beach Express 2 (DBE II). Pursuant to Resolution 2022/019, an amendment to the ILA was approved by City Commission to expand the community shuttle program to include Saturday transportation services for DBE I and DBE II, reflecting a funding decrease based on City's actual operating and maintenance costs, and amend the vehicles that are being utilized by the City.

Current Activity

This Second Amendment to the ILA with Broward County will reflect a funding change for the community shuttle routes, Deerfield Beach Express I and Deerfield Beach Express II. The revision results in an approximate 29% reduction in hourly rates (from \$44.14 to \$31.28), generating a net annual \$64,917.03 reduction in funding (\$222,817.82 to \$157,900.81) from Broward County.

Recommendation

It is recommended that the City Commission approve the Second Amendment to the Interlocal Agreement with Broward County and authorize execution of the Second Amendment.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY SHUTTLE SERVICES TO REFLECT A REDUCTION IN THE HOURLY RATE FUNDING AND IN THE ANNUAL FUNDING FROM BROWARD COUNTY; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on October 1, 2019, the City of Deerfield Beach (the “City”) entered into an interlocal agreement with Broward County (the “County”) for community shuttle services (the “ILA”); and

WHEREAS, pursuant to the ILA, the City operates the Deerfield Beach Express I (BCT Route 728) and Express II (BCT Route 729) routes (respectively, “DBE I” and “DBE II”) Monday through Friday for the benefit of the residents and businesses of the City; and

WHEREAS, on February 15, 2022, the City and County executed a First Amendment to the ILA to reflect a funding decrease consistent with the City’s actual operating and maintenance costs, reflect an increase in the City’s service hours and days, and amend the vehicle list to reflect the vehicles that are being utilized by the City; and

WHEREAS, the City and County desire to enter into a Second Amendment to the ILA, attached as Exhibit “A”, (the “Second Amendment”) to reflect a reduction in the hourly rate funding and annual funding from Broward County, retroactive to October 1, 2023; and

WHEREAS, the City Commission finds it in the City’s best interest to approve and authorize the execution of the Second Amendment, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Second Amendment to the ILA with the County, attached as Exhibit “A,” is hereby approved.

Section 3. The City Manager is hereby authorized to execute the Second Amendment, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This is the Second Amendment to the Agreement (the "Second Amendment") between Broward County (the "County") and the City of Deerfield Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated September 30, 2019, as amended April 1, 2022 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Second Amendment to reflect a funding change consistent with the City's estimated operations and maintenance costs.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit F is hereby amended as indicated in the attached Exhibit F.
3. The rates in Exhibit F are hereby amended as indicated in the attached Exhibit F retroactive to October 1, 2023.
4. The effective date of this Second Amendment shall be the date of complete execution by both Parties. This Second Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment or the Agreement that is not contained in this written document or the Agreement.
5. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

6. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and the City of Deerfield Beach, signing by and through its City Administrator, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

_____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Nathaniel Klitsberg (Date)
Transportation Surtax General Counsel

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND CITY OF DEERFIELD BEACH FOR COMMUNITY SHUTTLE SERVICE

CITY

City of Deerfield Beach

By: _____

Name: _____

Title: _____

____ day of _____, 2024

Approved as to form:

By: _____

Name: _____

Title: _____

EXHIBIT "F"

City of Deerfield Beach

Annual Operating Funding - FY ~~2021~~ 2024

Community Bus Service (~~\$44.14/Hour~~ \$31.28/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Hour	Revenue	Annual Funding
1	Express I	Mon-Fri	8:00a - 4:00p	60 min	8.33	251	<u>44.14</u> 31.28	\$92,289.24	<u>65,401.16</u>
1	Express I	Saturday	8:00a-12:00p 1:00p-4:00p	60 min	8.33	52	<u>44.14</u> 31.28	\$19,119.68	<u>13,549.24</u>
1	Express II	Mon-Fri	8:00a - 4:00p	60 min	8.33	251	<u>44.14</u> 31.28	\$92,289.24	<u>65,401.16</u>
1	Express II	Saturday	8:00a-12:00p 1:00p-4:00p	60 min	8.33	52	<u>44.14</u> 31.28	\$19,119.68	<u>13,549.24</u>
Total Annual Funding								\$222,817.82	<u>157,900.81</u>
Decreased Annual Cost to Amendment									<u>(\$64,917.03)</u>



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-197

Agenda Date: 5/7/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, repealing Resolution No. 2020/115; adopting guidelines for Community Participation Grant Program funding administered by the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission adopted Resolution No. 2020/115, which revised the City's policies for donation of City funds to Charitable and Public Purpose Organizations. Based upon the policy, the City established the Community Participation Grant Program (the "Program") to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. This Program is overseen by the Community Service Department. In addition, the Departments of Parks and Recreation, Economic Development and Public Safety provide funding to eligible Organizations in accordance with Resolution 2020/115. In accordance with the requirements set forth in Resolution No. 2020/115, a Program evaluation committee reviews and ranks applications, and its recommendations are provided to the City Commission for consideration. Resolution 2020/115 provides the Program's guidance and gives the City Commission the sole discretion to decide which organizations to fund and the funding amount to provide to each organization.

Current Activity

In reviewing the current policies and each of the Department's oversight and implementation for awarding funding to eligible organizations, it was determined that the Community Participation Grant Program should be implemented separately adhering to specific guidelines as set forth in Exhibit "A". City Staff is recommending that, in the upcoming FY 25 Community Participation Grant cycle, the attached guidelines and application will better align with the City's key priorities, as outlined in its Strategic Plan. The proposed guidelines will incorporate the City's core values to ensure that the grant management process is transparent and will promote greater accountability and transparency to the public. The City is proposing the following updates to the existing guidelines:

- Establishment of a fixed annual grant budget;
- Alignment implementation to the City Strategic Plan; and
- Establishment of minimum and maximum award thresholds:
 1. Minimum award request amount \$2,500.00

2. Maximum award request amount \$25,000.00

Recommendation

Repeal Resolution No. 2020/115 and approve the proposed Community Participation Grant Guidelines.

RESOLUTION NO. 2024/_____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REPEALING RESOLUTION NO.
2020/115; ADOPTING GUIDELINES FOR COMMUNITY
PARTICIPATION GRANT PROGRAM FUNDING ADMINISTERED
BY THE DEPARTMENT OF COMMUNITY SERVICES TO
CHARITABLE AND PUBLIC PURPOSE NON-PROFIT
ORGANIZATIONS SERVING THE DEERFIELD BEACH
COMMUNITY; PROVIDING FOR CONFLICTS AND AN EFFECTIVE
DATE**

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations (each is an “Organization”) contribute to the public welfare of the community and should be supported by the City financially to the extent these Organizations assist the City in serving a valid public purpose; and

WHEREAS, Resolution No. 2020/115 established policies for donation of City funds to charitable and public purpose organizations; and

WHEREAS, the Department of Community Services oversees the Community Participation Grant Program utilizing the existing guidelines pursuant to Resolution No. 2020/115; and

WHEREAS, City Departments other than the Department of Community Services, such as the Departments of Park and Recreation, Economic Development and Public Safety, (collectively, the “Other Departments”) also provide funding to eligible Organizations pursuant to Resolution No. 2020/115; and

WHEREAS, in reviewing the current policy and each of the Other Departments’ oversight and implementation for awarding funding to eligible organizations, it was determined that the Community Participation Grant Program should be implemented separately adhering to guidelines specific to the Community Participation Grant Program (the “Program”); and

WHEREAS, the Guidelines for Program Funding, attached as Exhibit “A”, (the “Funding Guidelines”) align with the City’s key priorities as outlined in the City’s Strategic Plan, including incorporation of the City’s core values to ensure the grant management process is transparent and promotes greater accountability to the public; and

WHEREAS, the Funding Guidelines provide for the establishment of a fixed annual grant budget for the Program in the amount of \$150,000.00 to be allocated to eligible Organizations adhering to the Funding Guidelines, with a minimum grant award threshold of \$2,500.00 and a maximum grant award threshold of \$25,000.00; and

WHEREAS, the award of the Community Participation Grants will be based on a committee recommendation to the City Manager and City Commission for review, approval and execution of the applicable Grant Agreement with the eligible Organization; and

WHEREAS, City staff recommends repealing Resolution No. 2020/115, and adopting the Funding Guidelines, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Resolution No. 2020/115 is hereby repealed in its entirety.

Section 3. The City Commission hereby adopts the Community Participation Grant Program Funding Guidelines, attached as Exhibit “A”, applicable to the Department of Community Services’ administration of the Community Participation Grant Program.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A



COMMUNITY PARTICIPATION GRANT GUIDELINES

COMMUNITY SERVICES

COMMUNITY PARTICIPATION GRANT 2025 GUIDELINES

The City of Deerfield Beach is committed to supporting organizations that contribute to the public welfare of its community. The Community Participation Grant program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose.

Please carefully review these guidelines, proposal questions, and Frequently Asked Questions (FAQ) at the end of this packet. The guidelines explain the application process and how to connect with the grants team. These materials are also available in Spanish and Creole.

IMPORTANT DATES

- Click or tap to enter a date. Pre-grant community workshop in-person
- Click or tap to enter a date. Application window open
- Click or tap to enter a date. Application deadline 5p.m.
- Click or tap to enter a date. Applicants will be notified by written communication of their selection status
- Click or tap to enter a date. Fully Executed Agreement & Check distribution
- Click or tap to enter a date. Monthly reporting
- Click or tap to enter a date. All Project must be completed
- Click or tap to enter a date. Deadline for after-action reports

FUNDING PRIORITIES

In 2024, the Community Participation grant is accepting applications across five categories described below. These categories align with City's key priorities, organization's overall strategic direction, and vision. Each applicant may submit only one application to only one category.

Education

Attainable Housing

Food Insecurities

Sustainability

Lifestyle Quality

Education

Food Insecurity

Attainable Housing

Sustainability

Lifestyle Quality

**ALL INTERESTED
APPLICANTS WILL
HAVE TO ATTEND A
MANDATORY PRE-
GRANT WEBINAR**

OFFICE HOURS: ALL
ORGANIZATIONS
CONSIDERING AN
APPLICATION ARE
ENCOURAGED TO
SIGN UP FOR AN
ADDITIONAL
20-MINUTE MEETING
WITH GRANTS TEAM.

**PROGRAM
CONTACT:**
PRISCILLA DEJESUS

561-895-3167

[PDEJESUS@DEERFIELD-
BEACH.COM](mailto:PDEJESUS@DEERFIELD-BEACH.COM)

FUNDING PRIORITIES

The priorities align with our core values that we hope to model together with our nonprofit applicants. Our priority also guides application review.



ELIGIBLE ORGANIZATIONS

- Eligible applicants include 501(c)(3) public charities in good standing with the IRS (Nonprofit organizations must be recognized by the IRS to receive funds.)
- Be in full compliance with grant agreement requirements of any previous grants provided through The City of Deerfield Beach.

INELIGIBLE ORGANIZATIONS

- For-profit organization
- Faith-Based organization or religious programs whose principle purpose is promulgating a particular religious faith, creed, or doctrine
- Organizations or programs designed to influence legislation or else candidates to public office

Location | The proposed work must serve Deerfield Beach residents. While we will give preference to local applicants, organizations do not have to be based in Deerfield Beach.

Number of Applications | Each applicant may submit only one application during each funding cycle.

Award Budget The total budget for the Community Participation Grant program is \$150,000.

Award Threshold

Minimum Award Amount | \$2,500.00

Maximum Award Amount | \$25,000.00

APPLICATION INSTRUCTIONS

The Community Participation Grant is utilizing an online application process through the Departments' webpage. Please visit www.deerfield-beach.com and click on Housing & Grants tab to access the application. Make sure to allow enough time to complete each task to ensure compliance with the program's requirements. Late or incomplete applications will not be reviewed or considered.

GRANT SELECTION PROCESS

SUBMISSION REVIEW Community Services staff will review applications for completeness

COMMITTEE REVIEW AND RECOMMENDATION are selected by a committee (comprised of City staff) designated to review, evaluate and rank all grant applications. Projects are evaluated based on their ability to immediately create a change that leads to long-term impact, and meets all other selection criteria.

APPROVAL PROCESS Upon committee, recommendations are forwarded to City Commission and City Manager for review and execution.

AWARD NOTIFICATION AND GRANT AGREEMENT Grant recipients and unselected applicants will be notified by mail. Grant recipients will receive a grant award package which will include grant agreements, other required documents and instructions for full execution.

SCORING RUBRICS		
RELATIONSHIP TO ORGANIZATIONAL STRATEGIC VISION	35 POINTS	Project outcomes or activities align with both organizational vision and goals for a greater community
FEASIBILITY	25 POINTS	Personnel, project activities timeline, and budget expenditures align with project description and outcomes
IMPACT	20 POINTS	Strong rationale and significance of proposed work
	15 POINTS	
LOCAL PREFERENCE	5 POINTS	An organization which, at least one year prior to release date of application, has a valid local, physical address located within the limits of the city.

GRANT PAYMENTS

If awarded, funded projects will be paid to grantees after the grant contracts are fully executed.

GRANT COMPLIANCE REQUIREMENTS

Funding for all grant awards is contingent on the execution of a binding agreement that outlines the grant conditions between the City and the awardee. Awardees will be required to maintain detailed documentation of all grant expenditures. Failure to comply with this requirement may result in disqualification from future grant cycles. Additional information may be required at the City's discretion, based on the usage of funds.

Post Award Reporting All awards recipients shall submit monthly report that describes

- The cost of each eligible project and strategy carried out using the grant;
- The outcomes that each project has generated –
 - Identified in the grant agreement; and
 - Measured by data,
- The percent of funds spent in, and providing benefits to Deerfield Beach residents; and
- The lessons learned and any recommendations relating to future projects or strategies.

RESOLUTION NO. 2020/115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING RESOLUTION NO. 2009/163 AND PROVIDING FOR REVISED POLICIES FOR DONATION OF CITY FUNDS TO CHARITABLE AND PUBLIC PURPOSE ORGANIZATIONS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations (each is an "Organization") contribute to the public welfare of the community and should be supported by the City financially to the extent these Organizations assist the City in serving a valid public purpose; and

WHEREAS, the City Commission wishes to revise its guidelines for making donations to Organizations; and

WHEREAS, the guidelines set forth herein are general and any decision to offer a contribution shall be subject to City Commission approval; and

WHEREAS, donations to an Organization shall only be made if the donation contributes to a valid public purpose and services the public interests of the citizens of the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. Resolution 2009/163 is hereby repealed in its entirety.

Section 3. The City may not appropriate more than \$20,000 directly to an Organization (in the aggregate in any one fiscal year) unless the City Commission has first held a public hearing on the donation.

Section 4. The City Commission may not donate any funds to an Organization unless the Organization has first filed a written application to the City. The written application must be in the form provided by the City and include the following information:

- a. The name of the Organization and its location;
- b. The primary purpose served by the Organization and a particular description of the activities of the Organization within the City of Deerfield Beach;
- c. The reason the funds are needed from the City of Deerfield Beach; and
- d. The specific use to which the funds will be put and how they will serve a public purpose.

Section 5. The City shall require that, at a minimum, the mandatory requirements set forth in the attached Exhibit "A" have been satisfied by the Organization. Further, the City may impose any of the "optional" conditions set forth in Exhibit "A" or any other conditions that the City deems proper under the circumstances to assure that the funds are being used for the public purpose for which they are being dedicated by the City.

Section 6. The City Manager shall designate City staff to review all grant applications received by the application deadline and make recommendations to the City Commission in accordance with the following:

- a. Determine the approximate total allocation of grant funding for the proposed budget.
- b. Rank each application based on the extent the Organization assists the City in serving a valid public purpose.
- c. Determine the number of Organizations to receive funding based on the total fund allocation and ranking.

Section 7. During the budget process, Staff shall present Staff's rankings and recommendations to the City Commission. At a public meeting, the City Commission may approve the rankings and recommendations, or may re-rank or change the allocations of funding recommended by Staff. Approval of rankings and funding allocations must be by a majority of the City Commission.

Section 8. The Organizations approved for funding must execute a binding agreement setting forth the grant conditions specified in Exhibit "A" and any other conditions acceptable to the City. The City Commission may impose additional grant conditions, which shall affirmatively be set forth on the record by the City Commission at the time it approves the grant.

Section 9. The City Commission may waive or modify the mandatory conditions set forth in Exhibit "A" by a 4/5 affirmative vote of the City Commission. Any such waiver shall specifically set forth the reasons the City Commission is waiving the conditions.

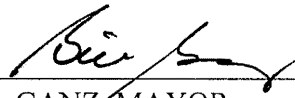
Section 10. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 11. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

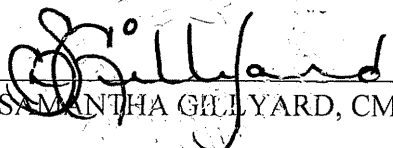
Section 12. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3RD DAY OF SEPTEMBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-223

Agenda Date: 5/7/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting policy guidelines for donation of funds administered by city departments other than the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; providing for conflicts, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Grant Condition/City Policy was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. Resolution 2020/115 guides the program and gives the City Commission the sole discretion to decide which organizations to fund and the funding amount to award to each organization. Pursuant to Resolution 2020/115, the Department of Community Services implemented the Community Participation Grant Program to adhere to the guidelines set forth in the Resolution. In addition, other departments such as Parks and Recreation, Economic Development, and Public Safety have followed the same guidelines to allocate funding to organizations that serve the community through recreational programs, economic development services/programs, and crime prevention.

Current Activity

In reviewing the current policy and each Department's oversight and implementation for awarding funding to eligible organizations, it was determined that the Community Participation Grant Program ("Program") administered by the Community Services Department should be implemented separately according to specific guidelines. As such, the City Commission will be considering a Resolution to adopt the Program's Guidelines, which will repeal Resolution 2020/115. Thus, in order for other City Departments, such as the Department of Parks and Recreation, Economic Development and Public Safety, to continue to allocate funding to Organizations that provide the community with various programs and services that differ from the Community Participation Program and align with those department's goals and objectives, the attached Donation of City funds Policy is being recommended for approval. The policy is being revised to align with the City's key priorities, as indicated in its Strategic Plan. The revised policy will incorporate the City's core values to ensure transparency and oversight of the grant management process. This action will help promote greater transparency and accountability to the general public.

Recommendation

The City Commission is recommended to adopt the attached Donation of City Funds Policy.

RESOLUTION NO. 2024/_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING POLICY GUIDELINES FOR DONATION OF FUNDS ADMINISTERED BY CITY DEPARTMENTS OTHER THAN THE DEPARTMENT OF COMMUNITY SERVICES TO CHARITABLE AND PUBLIC PURPOSE NON-PROFIT ORGANIZATIONS SERVING THE DEERFIELD BEACH COMMUNITY; PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations (each is an “Organization”) contribute to the public welfare of the community and should be supported by the City financially to the extent these Organizations assist the City in serving a valid public purpose; and

WHEREAS, Resolution No. 2020/115 established policies for donation of City fund to charitable and public purpose organizations; and

WHEREAS, the Department of Community Services oversees the Community Participation Grant Program utilizing the existing guidelines set forth in Resolution No. 2020/115; and

WHEREAS, City Departments other than the Department of Community Services, such as the Departments of Park and Recreation, Economic Development and Public Safety, (collectively, the “Other Departments”) also provide funding to eligible Organizations pursuant to Resolution No. 2020/115; and

WHEREAS, in reviewing the current policy and each of the Other Departments’ oversight and implementation for awarding funding to eligible organizations, it was determined that the Community Participation Grant Program should be implemented separately adhering to guidelines specific to the Community Participation Grant Program; and

WHEREAS, on May 7, 2024, the City Commission adopted Resolution No. 2024/_____, repealing Resolution No. 2020/115 and approving the adoption of the Community Participation Grant Program Guidelines applicable to the Grant Program administered by the Department of Community Services; and

WHEREAS, in addition to the Department of Community Services, the Other Departments desire to provide funding to eligible Organizations that provide the community with various programs and services consistent with the objectives of the applicable Department that may differ from the Community Participation Grant Program; and

WHEREAS, staff is recommending that the Policy for Donations of City Funds, attached as Exhibit “A”, (the “Policy”) be established and approved for utilization by the Other Departments when providing funding to eligible Organizations; and

WHEREAS, the Policy sets forth both mandatory and optional conditions applicable to grant funding provided to those eligible Organizations that submit an application for funding administered by the Other Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby adopts the Policy for Donation of City Funds to eligible Organizations, attached as Exhibit “A”, to be implemented by the Other Departments when considering or providing funding to eligible Organizations.

Section 3. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT “A”
DONATION OF CITY FUNDS POLICY

PROGRAM

City Departments other than the Department of Community Services, such as the Departments of Parks and Recreation, Economic Development and Public Safety, (individually each is a “Department”; collectively, the “Other Departments”) are authorized to administrate the miscellaneous appropriation of City funds to eligible charitable or public purpose organizations (each an “Organization”, collectively, the “Organizations”) that provide community programs and services consistent with the objectives of the applicable City Department.

FUNDING ALLOCATION During the City’s budget process, the City Commission may approve an annual budget allocation for miscellaneous appropriation grant funding to donate City funds from one of the Other Departments to be allocated to eligible Organizations.

APPLICATION PROCESS Eligible Organizations shall submit a City application to the respective Department for review and consideration. The application form can be obtained on the City website at: www.deerfield-beach.com. In addition to the information required on the application form, the Organization shall provide the following:

1. The Organization shall specifically state the purpose for which the funds are to be used and agree to provide documentation acceptable to the City demonstrating that the funds received are in fact used for that purpose. The application shall contain justification of the public purpose served by the grant. The program must be designed with clear goals and objectives that facilitate the delivery of meaningful results consistent with the City's Key Priorities as identified in the Strategic Plan.
2. A copy of its tax returns for the three most recent tax years (if the entity has existed for said period), and agree to provide a tax return for the year in which the funds are received.

Upon receipt of the application, the respective Department will review the application to determine that the application is complete, the request sets forth a public purpose to assist the community in an area consistent with the objectives of the respective Department. After evaluation, the respective Department will submit its recommendation to the City Commission, including the recommended funding amount and any of the conditions set forth below.

APPROVAL PROCESS At a scheduled City Commission meeting, the City Commission may approve the recommended miscellaneous appropriation grant funding, change the funding amount, apply the optional conditions set forth below, and authorize the execution of a funding agreement by a majority vote of the City Commission.

OPTIONAL CONDITIONS

- In the City's discretion, the City may require additional documentation to include receipts, cancelled checks, checking account statements, or other documentation which the City believes are necessary to assure that the funds are used for their intended purpose.
- The City may also require that the Organization place the grant funds in a separate account, or otherwise segregate said funds, and provide proof that the funds, as set aside, are used for the purposes set forth in the grant.
- In cases where a grant is a generalized subsidy for the operations of a particular Organization, the Organization may be required to provide a statement for the year during which the grant funds were received, delineating the total amount of funds received as income or other revenue by the Organization and the total amount of funds expended by the Organization. In such case, the Organization shall also provide a statement of the total amount of monies expended during that year and a summary, by category, of the total amount expended on capital expenditures, salaries and programs of the Organization for that year. The statement shall be under oath by the President or Treasurer.
- In lieu of providing the required tax returns, at the City Commission's option upon approval by a 4/5 vote, an audited financial statement (for the most recent fiscal year) with audit opinion from an independent CPA or, for organizations without audited financial statements, an unaudited statement with certified statement under oath from the President and Treasurer may be accepted. The statement must show the financial condition of the Organization as indicated in the financial records of the Organization. The Organization shall agree to provide a similar statement for the fiscal year during which the grant is received.
- In cases where the grant is in excess of \$25,000 (in the aggregate in any one fiscal year) the City may request the right to conduct an audit of revenues and expenditures and the Organization shall provide all documents necessary to conduct such audit.

DISQUALIFICATION Any Organization that is awarded funding under this Policy and has executed a funding agreement is required to submit an Exit Report, in a form approved by the City, within 30 days of the expiration of the grant agreement. Failure to submit an Exit Report may result in disqualification from future grant cycles. Failure to adhere to the funding agreement requirements may also result in disqualification for future grant cycles.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-225

Agenda Date: 5/7/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing and urging Broward County to deny the proposed land use plan amendment to the Broward County Comprehensive Plan, Broward County Municipal Service District Future Land Use Element Map Series, changing the future land use designation of the former Wheelabrator North Resource Recovery Facility from Electrical Generation Facility to an industrial future land use designation; opposing and urging denial of any request for a height increase to the facilities located at the Monarch Hill Site; directing the City Clerk to transmit a certified copy of this resolution to the Broward County Commission and Broward Municipalities; providing for an effective date. (Addendum)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Waste Management, Inc. of Florida ("Waste Management") has applied to change the future land use designation of the approximately 24.2 acre site located on the south side of Wiles Road, west of North Powerline Road (the "Site") from electrical generation facility future land use designation to industrial future land use designation (the "Proposed Amendment"). The Site is the former Wheelabrator North Resource Recovery Facility that is owned and operated by Waste Management, adjacent to the Monarch Hill Landfill. The primary use of the Site was a waste to energy plant that is no longer operating. The Proposed Amendment would enable Waste Management to expand the existing landfill at Monarch Hill. It would also replace an environmentally friendly resource recovery facility use (waste to energy) with a use providing for increased landfilling of trash. Additionally, the City is particularly concerned with quality of life impacts the Proposed Amendment could have on the surrounding neighborhoods (ex. odor and noise), water and air quality, groundwater impacts and resources, transportation impacts, and the negative impacts on recycling and resource recovery. The existing landfill at Monarch Hill has degraded the water quality in the aquifer beneath the Site, and the expansion of a landfill at the Site will increase the additional adverse impacts on South Florida's only potable aquifer.

On July 20, 2021, the City of Deerfield Beach sent Resolution 2021-115 to the Broward County Commission to oppose the changing of the future land use from Electrical Generation Facility Future Land Use Designation to Industrial Future Land Use Designation.

Current Activity

On January 23, 2024, the Broward County Commission heard Waste Management's item; however, the County moved the agenda item to their May 21, 2024 meeting. City staff believes approval of the

proposed amendment is inconsistent with the intent and purpose of the recently created Solid Waste Disposal and Recyclable Materials Processing Authority and the Authority should be given time to present recommended solutions for consideration. Additionally, it is City staff's understanding that Waste Management is also requesting an increase to the permitted height of the disposal facilities at the Site. The enclosed Resolution opposes the proposed land use amendment and any height increases for any current or future structure or facility on the Monarch Hill landfill properties owned by Waste Management.

Recommendation

Staff recommends approval of the Resolution.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, OPPOSING AND URGING BROWARD COUNTY TO DENY THE PROPOSED LAND USE PLAN AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN, BROWARD COUNTY MUNICIPAL SERVICE DISTRICT FUTURE LAND USE ELEMENT MAP SERIES, CHANGING THE FUTURE LAND USE DESIGNATION OF THE FORMER WHEELABRATOR NORTH RESOURCE RECOVERY FACILITY FROM ELECTRICAL GENERATION FACILITY TO AN INDUSTRIAL FUTURE LAND USE DESIGNATION; OPPOSING AND URGING DENIAL OF ANY REQUEST FOR A HEIGHT INCREASE TO THE FACILITIES LOCATED AT THE MONARCH HILL SITE; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY COMMISSION AND BROWARD MUNICIPALITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Waste Management, Inc. of Florida ("Waste Management") has applied to change the future land use designation of the approximately 24.2 acre site located on the south side of Wiles Road, west of North Powerline Road (the "Site") from electrical generation facility future land use designation to industrial future land use designation (the "Proposed Amendment"); and

WHEREAS, on July 20, 2021, the City of Deerfield Beach approved Resolution 2021-115 and directed it to be transmitted to the Broward County Commission to oppose changing the future land use of the Site from Electrical Generation Facility Future Land Use Designation to an Industrial Future Land Use Designation; and

WHEREAS, the Site is the former Wheelabrator North Resource Recovery Facility that is owned and operated by Waste Management, adjacent to the Monarch Hill Landfill; and

WHEREAS, the primary use of the Site was a waste to energy plant that is no longer operating; and

WHEREAS, the Proposed Amendment would enable Waste Management to expand the existing landfill at Monarch Hill; and

WHEREAS, the Proposed Amendment would replace an environmentally friendly resource recovery facility use (waste to energy) with a use providing for increased landfilling of trash; and

WHEREAS, Broward County's Solid Waste Element for its Comprehensive Plan has yet to be adopted and the Proposed Amendment is not consistent with the policies of the Solid Waste Element; and

WHEREAS, the Solid Waste Disposal And Recyclable Materials Processing Authority (the “Authority”) has been established with participation from the City, Broward County and other Broward Municipalities to address regional solid waste issues; however, the Authority has not yet adopted a Master Plan and should be given time to present its recommendations regarding regional solid waste disposal and recycling; and

WHEREAS, the Environmental Protection and Growth Management Department in reviewing the application for the Proposed Amendment, has advised the Local Planning Agency and the County Planning Board that “expansion of Monarch Hill Landfill and the loss of Electrical Generation Facility use *is not consistent* with environmental and solid waste goals, objectives and policies of the Comprehensive Plan;” and

WHEREAS, the City is particularly concerned with quality-of-life impacts on the surrounding neighborhoods (ex. odor and noise), water and air quality, groundwater impacts and resources, transportation impacts, and the negative impacts on recycling and resource recovery that will likely result if the Proposed Amendment is adopted; and

WHEREAS, the existing landfill at Monarch Hill has degraded the water quality in the aquifer beneath the Site, and the expansion of a landfill at the Site will increase the additional adverse impacts on South Florida's only potable aquifer; and

WHEREAS, the City also opposes any requests for an increase to the height of any existing or future structures located on the Monarch Hill landfill properties owned by Waste Management; and

WHEREAS, the City Commission finds it to be in the best interests of the City to oppose the Proposed Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission opposes Waste Management’s Proposed Amendment, and opposes any request to increase the height of any existing or future structures located on the Monarch Hill landfill properties owned by Waste Management. The City Commission urges the Broward County Commission to deny the Proposed Amendment and any requests for height increases for any current or future structure or facility on the Monarch Hill landfill properties owned by Waste Management.

Section 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Broward County Commission and the Broward municipalities.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK