

RESOLUTION NO. 19-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SERVICE CONTRACT WITH MCCi, LLC FOR LASERFICHE SCANNING, INDEXING, AND CONVERSION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, The Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Manager has determined that it requires the services of a qualified and experienced contractor, to provide Laserfiche scanning, indexing, and conversion services; and

WHEREAS, the Town Commission has accepted the Town Manager’s recommendation that MCCi is qualified to provide Laserfiche services to the Town in a cost effective and efficient manner; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute an agreement with MCCi, LLC for scanning the Towns documents into the Laserfiche system, a copy of the contract is attached hereto and incorporated herein composite as **Exhibit A**, for the provision of service to Town.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 19-02-20 duly passed and adopted this 19 day of February, 2020.


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



CONTRACT FOR IS SERVICES

THIS CONTRACT for Laserfiche Filing Services (Contract) is made this 19 day of February, 2020, by and between and the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida (hereinafter referred to as "Town") and MCCi, LLC, a Florida Limited Liability Company, located at 1958-A Commonwealth Lane, Tallahassee, FL 32303 (hereinafter referred to as "MCCi").

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such authority and powers as are enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, The Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Manager has determined that it requires the services of a qualified and experienced contractor, to provide Laserfiche scanning, indexing, and conversion services; and

WHEREAS, the Town Commission has accepted the Town Manager's recommendation that MCCi is qualified to provide Laserfiche services to the Town in a cost effective and efficient manner; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract.

NOW, THEREFORE, the Town and MCCi in consideration of the mutual benefits contained herein, flowing from each Party to the other, and with the intent to be legally bound do hereby agree as follows:

1. COMPENSATION.

MCCi shall provide Laserfiche scanning, indexing, and conversion services for the lump sum of \$105,412 as further described in the attached hereto and incorporated herein composite as Exhibit A.

2. TERM/TERMINATION.

The term of this Contract shall be one year from the date of its execution by the parties. The Contract shall automatically renew unless either party provides written notice of its intent to terminate 30 days in advance of the then effective term.

3. SERVICES TO BE PROVIDED.

MCCi shall provide the Town with Laserfiche scanning, indexing, and conversion services of up to 15 Document types as described in Exhibit A which is attached hereto and made a part hereof. MCCi shall render the Services in a diligent, careful and thorough manner consistent with good business practice.

4. INDEMNIFICATION

4.1 The parties agree that one percent of the total compensation paid to the MCCi under this Contract, shall constitute specific consideration to MCCi's indemnification provided herein. The MCCi shall defend, indemnify, save, and hold the Town, its elected and appointed officials, agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the MCCi, its agents, assigns, invitees, or employees in connection with this Contract.

4.2 Nothing contained herein is intended nor shall be construed to waive the TOWN'S rights and immunities under the common law, or Section 768.28, Florida Statutes.

5. DULY LICENSED

MCCi represents that it has and shall maintain all licenses or certifications necessary to do business in the Town and State to perform the services under this Contract.

6. COMPLIANCE WITH LAWS.

MCCi shall comply with all applicable federal and state laws and regulations and all applicable county and TOWN ordinances and regulations.

7. RELATIONSHIP BETWEEN THE PARTIES

The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

8. AMENDMENTS

This Contract may be amended only with prior written approval of the Parties.

9. ASSIGNMENT.

MCCi shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the Town. Any attempted assignment in violation of this provisions shall be void.

10. PUBLIC RECORDS

With respect to public records, the MCCI shall:

- 10.1 Keep and maintain public records required by the Town to perform the service.
- 10.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 10.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- 10.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 10.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park,

Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

11. ATTORNEY FEES.

If either Party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and cost (at all levels, including all appellate levels.)

12. GOVERNING LAW.

The laws of the State of Florida shall govern this transaction. Venue for any claims for any claims brought concerning this transaction shall lie in the 15th Judicial Circuit in and for Palm Beach County, Florida, or the Southern District of the United States District Court.

13. INSPECTOR GENERAL.

MCCI is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and may demand and obtain records and testimony from MCCI and its subcontractors and lower tier subcontractors. MCCI understands and agrees that in addition to all other remedies and consequences provided by law, the failure of MCCI to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Contract justifying its termination.

14. DIGITAL SIGNATURE.

The parties to this Contract may execute this Contract, and all subsequent amendments or modifications to it by digital signature, in accordance with Ch. 668, Fla. Stat.


15. ENTIRE CONTRACT

This Contract embodies the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year executed below.


ATTEST

TOWN OF LAKE PARK, FLORIDA

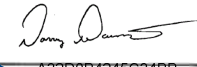
By: 
Vivian Mendez, Town Clerk

By: 
MICHAEL O'ROURKE, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By: 
Thomas J. Baird, Town Attorney

PROVIDER: MCCI, LLC

By: 
Its: President

Donny Barstow

Printed Name

Prepared For:

Lake Park, FL

Presented By:

Bryan Frick

SCANNING --- SOLUTION

Issued: August 20, 2019



CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

BRYAN FRICK
Account Executive
(850)701-0725

bryanf@mccinnovations.com

August 20, 2019

Ms. Vivian Mendez
City of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Mendez:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

Experience - MCCI was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment - We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

Safe & Secure - All Scanning Division staff go through HIPAA and CJIS training for sensitive documents. Sensitive data is stored and accessed using several levels of security.

Leading Provider - MCCI is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions - In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Account Executive
Bryan Frick

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCi is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals. We understand that excellent service, client education and follow up are all part of the successful life cycle.

We don't just want to date our clients. We demand every member of our team understand and practices the foundation of a long-term relationship: communication, caring, and commitment.

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.

OUR TEAM

MCCi is a leading provider of digitization services in the nation. With scanning facilities throughout the U.S., coupled with our on-site scanning services, we have the capabilities to handle projects large and small. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

CLIENT RELATIONS

From the beginning, we take the time to learn about your organization's needs to provide you with top-notch service to help you achieve your goals. Your account executive will assist in managing customer service communication through the life of the product.

PROJECT MANAGEMENT

When it is time to start your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, the anticipated timeline, and answer any questions.

PRODUCTION TEAM

From document preppers, indexers to scanning operators and quality control, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

LEADERSHIP

You can rest assured that our company stands behind our work. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our client's needs and always make that our number one priority.

WHY NOW IS THE TIME

STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

SCANNING SERVICES

RECORDS TYPES

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

PICKUP & SHIPPING

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

FLEXIBLE SCHEDULES

Monthly, quarterly, and annual scanning schedules are available.

ACCESS TO RECORDS

While records are in MCCI's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

SAFE & SECURE

Our facility maintains HIPAA and CJIS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

LASERFICHE EXPERTS

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

QUALITY CONTROL IS OUR TOP PRIORITY

From the time we receive your documents until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure that documents are properly preserved.

SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

PREPARATION

Our preparation team prepares the documents for scanning according to the clearly defined project specifications, agreed upon with MCCi and our client. Document preparation can include removing staples and otherwise preparing the documents and large format drawings for scanning. The prep team is assigned specific work and focused on one project to ensure accuracy.

SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, proper document separation, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned images to verify quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

INDEXING

Before we start your project, we will have consultations to understand your complete indexing needs. Verifying the correct metadata associated with your documents can be critical to the success of the project. Our indexing team follows specific instructions based on the client's project.

IMPORT OF RECORDS

MCCi offers import services to ensure that scanned records can be easily imported into the client's system, decreasing the workload on the Client. Our team is experts on importing records, Laserfiche best practices, architecture standards, and templates/metadata.

QUALITY ASSURANCE IS A TEAM EFFORT

Our production team follows a proven process specifically designed to review and monitor the quality of the client's information throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Let MCCi know promptly of any found errors or issues.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCI for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- **General Description**
 - Document Size: Regular up to 11" x 17" and Large Format up to 42" wide
 - Department: Clerk, Finance, and Community Development
 - Document Types: Minutes, Ordinances, Resolutions, Historical Documents, Bid Files, Finance Historical Documents, Commercial Development, Multi-Use, Residential Permit Files, Inactive Voter Files, Marina Files, and General Ledger Binders.
 - Document Count: Regular Format: 10,283; Large Format: 5,379
 - Image Count: Regular Format: 325,000; Large Format: 17,510
 - Images Per Document: Regular Format: 32; Large Format: 3 (on average)

- **Document Preparation:**
 - Current Storage Method: Files are in standard file boxes, filing cabinets, and binders.
 - Condition of documents: The documents appear to be in pretty good condition overall. Some of the older historical files are showing some wear and tear and there are some rolls of drawings that are a little brittle on the edges. Most files have clips or staples.

- **Image Processing & Indexing**
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 3 Fields (Document name counts as an index, Microfilm/fiche will be indexed by roll or card # only)
 - Document Naming Convention: Minutes – Date of Meeting; Ordinances – Ordinance Number; Resolutions- Resolution Number; Historical Documents – Name of Structure; Bid Files – Bid #; Financial Historical Files – Date; Commercial Development – Business Name; Multi-Use – Address; Residential Permit Files – Address; Inactive Voter Rolls – Range of Names in Binder (A-M); General Ledger Binders – Date; Marina Files – Project Name
 - Fields to be Indexed: 3 fields per file. Index depends on type of file for example the Resolutions would be indexed by Resolution Number, Date and Filename. Commercial Development would be indexed by Address, Name and Filename.
 - Optical Character Recognition: Included when applicable

- **Image Output**
 - Method of Delivery: CD/DVD
 - Output Type: Laserfiche Briefcase

- **Material Handling**
 - Shipping Logistics: MCCI Pickup
 - Shipping & Delivery Terms: Up to 1 shipment

- Special notes:
 - Any corrections such as rescans or indexing changes must be brought to MCCI's attention within 90 days of the date that MCCI delivers the data to the Client. Corrections will not be made after 90 days.
 - If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
 - One pickup/return trip is included in the pricing below. If more trips are required, additional charges will apply.

PROJECT PRICING

Regular Format – Conversion of Documents estimated cost \$48,052.07
Excess Images @ \$0.14

Large Format – Conversion of Documents estimated cost \$27,926.39
Excess Images @ \$1.59

NCPA Discount (\$4,344.95)

TOTAL ESTIMATED PROJECT COST **\$71,633.51**

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

NCPA Pricing: The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the **CITY OF LAKE PARK, FL**, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES – INDEXING SERVICES. Once MCCI has received your documents, the following process will occur according to the terms laid out in MCCI's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCI, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCI will organize the documents into their original order as received from the Client but not placed back into their file folders or reprepared unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCI will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCI performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCI's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCI cannot be accountable for records not reflected in original inventory report as provided by Client. MCCI will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCI is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCI's Online Document Hosting Services. MCCI periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCI's discretion. MCCI recognizes that for records retention and security compliance, the Client may require MCCI to delete copies of its data prior to MCCI's process of deleting data; if so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCI can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCI will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCI will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCI will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCI will post the documents to the web for a minimal annual fee. MCCI provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCI will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCI require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCI's instruction prior to delivery of materials to MCCI facilities. If the Client chooses to utilize MCCI's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCi should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

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

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

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

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.


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

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

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

Date: August 20, 2019

By:

DocuSigned by:

A32D0B4245C34BB...
(Signature)

Donny Barstow **President**

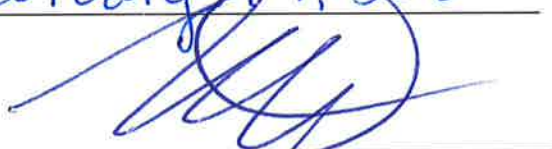
(Printed Name & Title)

Noted Items Accepted by: **CITY OF LAKE PARK, FL**

Date:

February 19, 2020

By:



(Signature)

Michael O'Rourke - Mayor
(Printed Name & Title)

Prepared For:

Lake Park, FL

Presented By:

Bryan Frick

SCANNING

SOLUTION

Issued: September 26, 2019





CORPORATE OFFICE

Sales Department
P.O. Box 2235 • Tallahassee, Florida 32316
Phone (800) 342-2633 • Fax (850) 564-7496

BRYAN FRICK
Account Executive
(850)701-0725

bryanf@mccinnovations.com

September 26, 2019

Ms. Vivian Mendez
City of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Mendez:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

Experience - MCCI was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment - We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

Safe & Secure - All Scanning Division staff go through HIPAA and CJIS training for sensitive documents. Sensitive data is stored and accessed using several levels of security.

Leading Provider - MCCI is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions - In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Bryan Frick
Account Executive

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCi is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals. We understand that excellent service, client education and follow up are all part of the successful life cycle.

We don't just want to date our clients. We demand every member of our team understand and practices the foundation of a long-term relationship: communication, caring, and commitment.

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.

OUR TEAM

MCCi is a leading provider of digitization services in the nation. With scanning facilities throughout the U.S., coupled with our on-site scanning services, we have the capabilities to handle projects large and small. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

CLIENT RELATIONS

From the beginning, we take the time to learn about your organization's needs to provide you with top-notch service to help you achieve your goals. Your account executive will assist in managing customer service communication through the life of the product.

PROJECT MANAGEMENT

When it is time to start your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, the anticipated timeline, and answer any questions.

PRODUCTION TEAM

From document preppers, indexers to scanning operators and quality control, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

LEADERSHIP

You can rest assured that our company stands behind our work. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our client's needs and always make that our number one priority.

WHY NOW IS THE TIME

STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

SCANNING SERVICES

RECORDS TYPES

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

PICKUP & SHIPPING

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

FLEXIBLE SCHEDULES

Monthly, quarterly, and annual scanning schedules are available.

ACCESS TO RECORDS

While records are in MCCI's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

SAFE & SECURE

Our facility maintains HIPAA and CJIS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

LASERFICHE EXPERTS

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

QUALITY CONTROL IS OUR TOP PRIORITY

From the time we receive your documents until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure that documents are properly preserved.

SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

PREPARATION

Our preparation team prepares the documents for scanning according to the clearly defined project specifications, agreed upon with MCCi and our client. Document preparation can include removing staples and otherwise preparing the documents and large format drawings for scanning. The prep team is assigned specific work and focused on one project to ensure accuracy.

SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, proper document separation, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned images to verify quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

INDEXING

Before we start your project, we will have consultations to understand your complete indexing needs. Verifying the correct metadata associated with your documents can be critical to the success of the project. Our indexing team follows specific instructions based on the client's project.

IMPORT OF RECORDS

MCCi offers import services to ensure that scanned records can be easily imported into the client's system, decreasing the workload on the Client. Our team is experts on importing records, Laserfiche best practices, architecture standards, and templates/metadata.

QUALITY ASSURANCE IS A TEAM EFFORT

Our production team follows a proven process specifically designed to review and monitor the quality of the client's information throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Let MCCi know promptly of any found errors or issues.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- General Description
 - Document Size: Large Format up to 42" wide
 - Department: Public Works
 - Document Types: As-Builts and Site Plans
 - Document Count: 163
 - Image Count: 4,406
 - Images Per Document: 27

- Document Preparation:
 - Current Storage Method: Rolled and flat plans
 - Condition of documents: Plans are rolled and stacked on tables or on the floor and laid flat in flat file drawers.

- Image Processing & Indexing
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 2 Fields
 - Document Naming Convention: Project Name
 - Fields to be Indexed: Project Name and Address
 - Optical Character Recognition: Not Included

- Image Output
 - Method of Delivery: CD/DVD
 - Output Type: Laserfiche Briefcase

- Material Handling
 - Shipping Logistics: MCCi Pickup
 - Shipping & Delivery Terms: Up to 1 shipment (if job is broken up, volume pricing must be also)

- Special notes:
 - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
 - One pickup/return trip is included in the pricing below. If more trips are required, additional charges will apply.

PROJECT PRICING

Project I – Conversion of Documents estimated cost \$8,200.60
Excess Images @ \$1.77

NCPA Discount (\$397.53)

TOTAL ESTIMATED PROJECT COST **\$7,803.07**

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

NCPA Pricing: The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the **CITY OF LAKE PARK, FL** a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES – INDEXING SERVICES. Once MCCI has received your documents, the following process will occur according to the terms laid out in MCCI's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCI, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCI will organize the documents into their original order as received from the Client but not placed back into their file folders or reprinted unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCI will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCI performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCI's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCI cannot be accountable for records not reflected in original inventory report as provided by Client. MCCI will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCI is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCI's Online Document Hosting Services. MCCI periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCI's discretion. MCCI recognizes that for records retention and security compliance, the Client may require MCCI to delete copies of it's data prior to MCCI's process of deleting data; If so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCI can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCI will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCI will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCI will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCI will post the documents to the web for a minimal annual fee. MCCI provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCI will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCI require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCI's instruction prior to delivery of materials to MCCI facilities. If the Client chooses to utilize MCCI's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCi should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

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

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

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

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

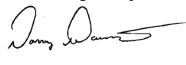
MARKETING & REFERENCES. Client agrees to allow MCCi to publicly announce the client's selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and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

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

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

Date: September 26, 2019

By:

DocuSigned by:

A32D0B4245C34BB...
(Signature)

Donny Barstow **President**
(Printed Name & Title)

Noted Items Accepted by: **CITY OF LAKE PARK, FL**

Date:

February 19, 2020

By:



(Signature)

Michael O'Rourke - Mayor
(Printed Name & Title)

CONTRACT FOR IS SERVICES

THIS CONTRACT for Laserfiche Filing Services (Contract) is made this 19 day of February, 2020, by and between and the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida (hereinafter referred to as "Town") and MCCi, LLC, a Florida Limited Liability Company, located at 1958-A Commonwealth Lane, Tallahassee, FL 32303 (hereinafter referred to as "MCCi").

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such authority and powers as are enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, The Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Manager has determined that it requires the services of a qualified and experienced contractor, to provide Laserfiche scanning, indexing, and conversion services; and

WHEREAS, the Town Commission has accepted the Town Manager's recommendation that MCCi is qualified to provide Laserfiche services to the Town in a cost effective and efficient manner; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract.

NOW, THEREFORE, the Town and MCCi in consideration of the mutual benefits contained herein, flowing from each Party to the other, and with the intent to be legally bound do hereby agree as follows:

1. COMPENSATION.

MCCi shall provide Laserfiche scanning, indexing, and conversion services for the lump sum of \$105,412 as further described in the attached hereto and incorporated herein composite as Exhibit A.

2. TERM/TERMINATION.

The term of this Contract shall be one year from the date of its execution by the parties. The Contract shall automatically renew unless either party provides written notice of its intent to terminate 30 days in advance of the then effective term.

3. SERVICES TO BE PROVIDED.

MCCi shall provide the Town with Laserfiche scanning, indexing, and conversion services of up to 15 Document types as described in Exhibit A which is attached hereto and made a part hereof. MCCi shall render the Services in a diligent, careful and thorough manner consistent with good business practice.

4. INDEMNIFICATION

4.1 The parties agree that one percent of the total compensation paid to the MCCi under this Contract, shall constitute specific consideration to MCCi's indemnification provided herein. The MCCi shall defend, indemnify, save, and hold the Town, its elected and appointed officials, agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the MCCi, its agents, assigns, invitees, or employees in connection with this Contract.

4.2 Nothing contained herein is intended nor shall be construed to waive the TOWN'S rights and immunities under the common law, or Section 768.28, Florida Statutes.

5. DULY LICENSED

MCCi represents that it has and shall maintain all licenses or certifications necessary to do business in the Town and State to perform the services under this Contract.

6. COMPLIANCE WITH LAWS.

MCCi shall comply with all applicable federal and state laws and regulations and all applicable county and TOWN ordinances and regulations.

7. RELATIONSHIP BETWEEN THE PARTIES

The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

8. AMENDMENTS

This Contract may be amended only with prior written approval of the Parties.

9. ASSIGNMENT.

MCCi shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the Town. Any attempted assignment in violation of this provisions shall be void.

10. PUBLIC RECORDS

With respect to public records, the MCCI shall:

- 10.1 Keep and maintain public records required by the Town to perform the service.
- 10.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 10.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- 10.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 10.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park,

Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

11. ATTORNEY FEES.

If either Party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and cost (at all levels, including all appellate levels.)

12. GOVERNING LAW.

The laws of the State of Florida shall govern this transaction. Venue for any claims for any claims brought concerning this transaction shall lie in the 15th Judicial Circuit in and for Palm Beach County, Florida, or the Southern District of the United States District Court.

13. INSPECTOR GENERAL.

MCCI is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and may demand and obtain records and testimony from MCCI and its subcontractors and lower tier subcontractors. MCCI understands and agrees that in addition to all other remedies and consequences provided by law, the failure of MCCI to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Contract justifying its termination.

14. DIGITAL SIGNATURE.

The parties to this Contract may execute this Contract, and all subsequent amendments or modifications to it by digital signature, in accordance with Ch. 668, Fla. Stat.


15. ENTIRE CONTRACT

This Contract embodies the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year executed below.

ATTEST

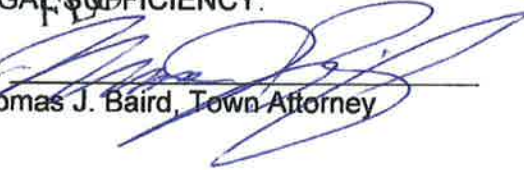
TOWN OF LAKE PARK, FLORIDA

By: 
Vivian Mendez, Town Clerk

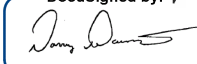
By: 
MICHAEL O'ROURKE, Mayor



(TOWN SEAL)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

PROVIDER: MCCI, LLC

By: 
Its: President

Donny Barstow

Printed Name

PRICING



Professional Services

PRICING PROPOSAL

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

Complete and return to:
billing@mccinnovations.com

Client Name: Lake Park, FL

Order Date: December 05, 2019

Product Description:

MCCI PROFESSIONAL SERVICES

	Qty.	Cost	NCPA 11-26	Total
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration <i>*Up to 15 Document Types</i> • Filing Workflow will be built to move manually indexed Community Development/Building Department documents from an "intake" folder to a folder in the Laserfiche repository with the address of each property	1	\$4,100.00	\$3,895.00	\$3,895.00
Professional Services Total				\$3,895.00

Total Project Cost

\$3,895.00

All Quotes Expire in 30 Days

PAYMENT & BILLING TERMS

This project will be invoiced upon completion of the proposed professional services but may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

MCCI PROJECT-BASED SERVICES

To determine which services are included with your project, please refer to the Pricing Section.

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 your organization to archive specified records in a proper format and location that is consistent with your organization's standards. To execute, MCCI's team of expert Project Managers and System Engineers will work with the Client's Project Manager to build a Business Process in the Client's Laserfiche environment.

MCCI DELIVERABLES

- Configure a Laserfiche Workflow including (Up To 15 Documents) for archival
 - Includes renaming of documents
 - Routing to appropriate folder structure
- Consultation with a MCCI Project Manager

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 any exceptions
- Respond in a timely fashion to questions posed by MCCI's Business Process Configuration team
- Appointment of Client Project Manager
- Availability of IT resources as needed and end users for interviews and Business Process testing
- Required Laserfiche software licensing

Prepared For:

Lake Park, FL

Presented By:

Bryan Frick

SCANNING

SOLUTION

Issued: December 27, 2019





CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

Bryan Frick
Account Executive
Dade City, Florida

(850)-701-0725 x7729 bryanf@mccinnovations.com

December 27, 2019

Bambi Turner
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Turner:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

Experience - MCCI was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment – We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

Safe & Secure – All Scanning Division staff go through HIPAA and CJIS training for sensitive documents. Sensitive data is stored and accessed using several levels of security.

Leading Provider – MCCI is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions – In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Bryan Frick
Account Executive

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCi is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals. We understand that excellent service, client education and follow up are all part of the successful life cycle.

We don't just want to date our clients. We demand every member of our team understand and practices the foundation of a long-term relationship: communication, caring, and commitment.

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.

OUR TEAM

MCCi is a leading provider of digitization services in the nation. With scanning facilities throughout the U.S., coupled with our on-site scanning services, we have the capabilities to handle projects large and small. We are not just your scanning service provider. We are consultants who can draw from more than 15 years of experience to provide customized solutions.

CLIENT RELATIONS

From the beginning, we take the time to learn about your organization's needs to provide you with top-notch service to help you achieve your goals. Your account executive will assist in managing customer service communication through the life of the product.

PROJECT MANAGEMENT

When it is time to start your project, we will introduce you to your project team. During this introduction, the team will discuss the project objectives, the anticipated timeline, and answer any questions.

PRODUCTION TEAM

From document preppers, indexers to scanning operators and quality control, our team members have extensive experience in the digitization process. The team follows specific project guidelines for each step of the process, ensuring quality and accuracy.

LEADERSHIP

You can rest assured that our company stands behind our work. Our scanning division managers, chief operating officer, and even our president is available to handle escalated issues to make sure every client is satisfied. We listen to our client's needs and always make that our number one priority.

WHY NOW IS THE TIME

STORAGE SPACE

Large quantities of paper documents and records can take up valuable office space and limit the ability to run your department. If you utilize off-site storage, scanning your documents can save you money on retrieval requests and storage fees. By digitizing your files, you can save space, money, and time.

DISASTER PREPAREDNESS

Moving to electronic files can be an important part of your disaster preparedness and business continuity plan. Scanned documents provide backup copies of your files in an easily portable digital format. This provides extra assurance that you will be able to access your information in the event of a disaster.

TRACKING & SHARING

Scanning your documents and records can help you share the information instantly with staff and clients at any location. Electronic files can eliminate the need for costly reproduction, mailing, and are easier to track. Search, find, and share your documents in minutes instead of hours.

SCANNING SERVICES

RECORDS TYPES

Documents come in countless formats from letter or legal size, to large format. Don't forget about microfilm, microfiche, and bound books!

PICKUP & SHIPPING

Scanning facilities located throughout the U.S. provide easy pick-up or shipping of records.

FLEXIBLE SCHEDULES

Monthly, quarterly, and annual scanning schedules are available.

ACCESS TO RECORDS

While records are in MCCi's possession, you can request a copy of any documents and typically fulfilled within 24-hours.

SAFE & SECURE

Our facility maintains HIPAA and CJIS certifications for working with sensitive records. Our team is trained in document handling procedures to ensure that your records are processed with care.

LASERFICHE EXPERTS

As the top Laserfiche provider in the world, MCCi can integrate the scanned documents with your Laserfiche solution to provide a powerful index retrieval search engine.

QUALITY CONTROL IS OUR TOP PRIORITY

From the time we receive your documents until the project is complete, we treat your documents as if they are our own. We understand the care needed to ensure that documents are properly preserved.

SECURE DOCUMENT TRANSPORTATION

We can provide pickup and transportation of the documents to our secure production facility. All documents have a high-level inventory checkpoint, carefully loaded on our truck, signed by the driver, and transported to our secure facility. Upon arrival, a manager will verify and sign for the documents. Each project will be inventoried into our facility, labeled, and secured until the project process begins.

PREPARATION

Our preparation team prepares the documents for scanning according to the clearly defined project specifications, agreed upon with MCCi and our client. Document preparation can include removing staples and otherwise preparing the documents and large format drawings for scanning. The prep team is assigned specific work and focused on one project to ensure accuracy.

SCANNING

After preparation is complete, our scanning team receives documents ready to be scanned. We prepare scanner settings, proper document separation, and ensure the document batch is ready to be digitized. Images are reviewed during the scanning process for clarity and page capture for proper standards. Our clients review the first batch of scanned images to verify quality meets their expectations. Scanners are inspected and regularly maintained to ensure proper working order.

INDEXING

Before we start your project, we will have consultations to understand your complete indexing needs. Verifying the correct metadata associated with your documents can be critical to the success of the project. Our indexing team follows specific instructions based on the client's project.

IMPORT OF RECORDS

MCCi offers import services to ensure that scanned records can be easily imported into the client's system, decreasing the workload on the Client. Our team is experts on importing records, Laserfiche best practices, architecture standards, and templates/metadata.

QUALITY ASSURANCE IS A TEAM EFFORT

Our production team follows a proven process specifically designed to review and monitor the quality of the client's information throughout the entire process. As the work passes through each phase, it is quality checked randomly by the unit. Upon reaching the final phase, we produce a quality product that multiple team members have reviewed to look for missing, blank, or rotated pages and other issues.

Upon receipt of delivery from MCCi, we encourage our clients to conduct their own quality assurance inspection to ensure accuracy and quality:

- Verify general contents of the returned shipment
- Spot check documents to assure proper order according to project specifications
- Validate physical images match digital images
- Let MCCi know promptly of any found errors or issues.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- Document Size: Regular up to 11" x 17"
Department: Human Resources
Document Types: Employee Files
Document/Roll/Fiche Count: 1,600 Files
Image Count: 141,600
Images Per Document/Roll/Fiche: 88

- Current Storage Method: Files are stored in 75 regular banker's boxes and 2 large banker's boxes.
Condition of documents: Documents are in pretty good condition. Some of the older files are a little worn. Average number of staples and there are fasteners at the top of a lot of the files that secure the documents.

- DPI & Color: 300 DPI, Black & White
Number of Index Fields: Up to 4 Fields
Document Naming Convention: Last Name_First Name
Fields to be Indexed: Last Name, First Name, Date of Hire and Termination Date.
Optical Character Recognition: Included

- Method of Delivery: DVD Media
Output Type: Laserfiche Briefcase with PDF files

- Shipping Logistics: MCCi Pickup
Shipping & Delivery Terms: 1 Pickup and 1 Return Trip

- - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
 - Laserfiche System Remote Import Assistance is included in pricing below. MCCi will assist Lake Park staff in loading the images and indexes into Laserfiche.
 - Once the project is underway, MCCi will scan several sample

files and send to Lake Park for review in order to make sure the image quality, indexing and any other project specifications are acceptable.

- The quantities in this quote are estimates based upon information gathered during multiple site visits. As the project proceeds, periodic status meetings will be held so that the actual volume of documents processed can be compared to the estimate and the project scope and cost can be adjusted if necessary.

PROJECT PRICING

Project I – Conversion of Employee Files estimated cost	\$21,438.80
NCPA Discount	\$1,059.44
Total Estimate Cost	\$20,379.36
Excess Images @ \$0.14	

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the **CITY OF *******, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES – INDEXING SERVICES. Once MCCI has received your documents, the following process will occur according to the terms laid out in MCCI's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCI, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCI will organize the documents into their original order as received from the Client but not placed back into their file folders or reprinted unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCI will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCI performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCI's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCI cannot be accountable for records not reflected in original inventory report as provided by Client, MCCI will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCI is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCI's Online Document Hosting Services. MCCI periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCI's discretion. MCCI recognizes that for records retention and security compliance, the Client may require MCCI to delete copies of its data prior to MCCI's process of deleting data; If so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCI can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCI will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCI will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCI will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCI will post the documents to the web for a minimal annual fee. MCCI provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCI will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCI require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCI's instruction prior to delivery of materials to MCCI facilities. If the Client chooses to utilize MCCI's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCI should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche

System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

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

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

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

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

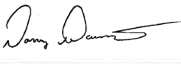
MARKETING & REFERENCES. Client agrees to allow MCCi to publicly announce the client's selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and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

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

Submitted by: **MCCi, LLC**

Date: December 27, 2019

By:

DocuSigned by:

A32D0B4245C34BB...
(Signature)

Donny Barstow **President**

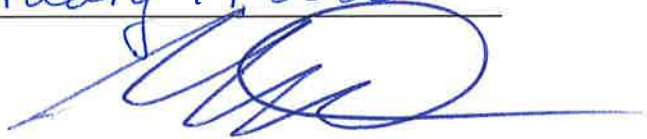
(Printed Name & Title)

Noted Items Accepted by: **CITY OF LAKE PARK, FL**

Date:

February 19, 2020

By:



(Signature)

Michael O'Rourke - Mayor

(Printed Name & Title)