



# **TOWN OF MELBOURNE BEACH**

## **REGULAR TOWN COMMISSION MEETING**

**May 17, 2023**

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# Town of Melbourne Beach

## REGULAR TOWN COMMISSION MEETING MAY 17, 2023 at 6:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

### PUBLIC NOTICE

### AGENDA

**The Town Commission will conduct a Regular Town Commission Meeting on Wednesday, May 17, 2023, in the Community Center to address the items below**

**Commission Members:**

Mayor Wyatt Hoover  
Vice Mayor Joyce D. Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

**Staff Members:**

Town Manager Elizabeth Mascaro  
Town Attorney Clifford Repperger  
Town Clerk Amber Brown

Notice: Commission discussion and possible action may occur during any Commissioner Meeting. The following sections of the Agenda are always subject to such discussion and possible action without further motion by the Commission: Changes to the Agenda, Public Hearings, Old Business, and New Business.

The public is advised that members of the Town Commission may be in attendance and participate in proceedings of the board. Attorney General Opinions (AGO) AGO 91-95, AGO 98-14, AGO 2000-68.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so.

In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.

1. **Call to Order – Led by Mayor Hoover**
2. **Roll Call**
3. **Pledge of Allegiance and Moment of Silence**
4. **Proclamations and Awards**
  - A. Presentation of a proclamation recognizing May 15<sup>th</sup>, 2023 as Police Memorial Day and May 14<sup>th</sup> through May 20<sup>th</sup> as Police Memorial Week
5. **Presentations by Special Guests**
  - A. Fiscal Year 2022 Financial Audit presented by James Moore
6. **Boards and Committees**
  - A. Presentation by the History Center Board
  - B. Presentation by the Historical Preservation and Awareness Board
7. **Public Comments**

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda.
8. **Approval of the Agenda**
9. **Consent Agenda**
  - A. Approval of the Regular Town Commission meeting minutes April 19, 2023
  - B. Approval of the site plan for 415 Sixth Ave – New home
  - C. Clarification on the motion that was made during the May 19, 2023, Regular Town Commission meeting regarding the proposed Bowman contract for a conceptual site plan for the boat ramp
  - D. Appointment and reappointment of Board Members
    - Reappointment to the Historical Preservation and Awareness Board
      1. Jo Solley-Hansen
      2. Dayle Hinman Farrell
      3. Diana Beacham
      4. Gail Gowdy
    - Reappointment to the Environmental Advisory Board
      1. Karen Fenaughty
    - Appointment to the Environmental Advisory Board
      1. Brent Washburn
10. **Public Hearing**
11. **Old Business**
  - A. Consideration of Resolution 2023-01 – Historical Preservation and Awareness Board
  - B. Consideration of Resolution 2023-02 – Amendments to Town Commission Rules and Procedures (Order of Meeting Agenda)

**12. New Business**

- A. Consideration of the fiscal year 2023-2024 Law Enforcement Dispatch Services Agreement
- B. Consideration of the contract for document management software and document scanning services
- C. Approve/appoint Code Enforcement Magistrate, Paul Gougelman

**13. Reports**

- A. Town Attorney Report
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- C. Departmental Reports
  - 1. Building Department
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  - 3. Public Works Department
  - 4. Police Department
  - 5. Fire Department
  - 6. Finance Department
  - 7. Town Clerk
- D. Town Commissioners

**14. Action Items****15. Adjournment**

# Official Proclamation

TOWN OF MELBOURNE BEACH, FLORIDA

## Police Memorial Week May 14-20, 2023

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

**WHEREAS**, the members of the law enforcement agency of the Town of Melbourne Beach play an important role in safeguarding the rights and freedoms of the citizens of our community; and

**WHEREAS**, the officers of the Melbourne Beach Police Department provide a vital public service; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, those officers who have dedicated their lives to the service of humanity through law enforcement and those officers who have given their lives in this noble cause should be recognized and remembered; and

**THEREFORE**, I, Mayor Wyatt Hoover and the Town of Melbourne Beach Commissioners urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

**NOW, THEREFORE**, I, Wyatt Hoover, Mayor of the Town of Melbourne Beach, in the State of Florida, do hereby proclaim **May 15, 2023, as Police Memorial Day and May 14 through May 20, 2023, as Police Memorial Week in the Town of Melbourne Beach.**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk



## Regular Town Commission Meeting Agenda

**Section:** Presentations

**Meeting Date:** May 17, 2023

**Subject:** Presentation and Review of Town Audit for Fiscal Year 2022 by James Moore

**Submitted By:** Jennifer Kerr, Finance Manager

### Background Information

Audit for Fiscal Year 2022

### Recommendation:

Review Audit

### Attachments:

Fiscal Year 2022 Audit



May 12, 2023

To the Honorable Mayor and Town Commission Members,  
Town of Melbourne Beach, Florida:

We have audited the financial statements of the Town of Melbourne Beach, Florida (the Town) as of and for the year ended September 30, 2022, and have issued our report thereon dated May 12, 2023. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated July 26, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material weaknesses and material noncompliance, and other matters noted during our audit in a separate letter to you dated May 12, 2023.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, and our firm has complied with all relevant ethical requirements regarding independence.

We have applied safeguards related to our preparation of the Town's financial statements, including, but not limited to, an assessment of management's skills, knowledge, and experience, and by obtaining a completed financial statement disclosure checklist from management.



### **Significant Risks Identified**

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Town is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts was based on historical water revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability and total OPEB liability were based on actuarial factors and were calculated by actuaries independent of the Town. We evaluated the key factors and assumptions used to develop the net pension liability and total OPEB liability in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Town of Melbourne Beach, Florida  
May 12, 2023  
Page 3

Management's estimate of due from other governments related to disaster recovery reimbursements due from FEMA. We evaluated the key factors and assumptions used to develop the net receivable balance in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Town's financial statements relate to:

The Deposits and Investments note summarizes the Town's deposits and investments, including any risks or concentrations in investments held.

The Long-Term Debt note to the financial statements summarizes the Town's long-term debt obligations, including future debt service payments.

The Employee's Retirement Plans note to the financial statements summarizes the basic information regarding the Town's pension plans and the net pension liability.

#### **Significant Unusual Transactions**

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit:

- None noted.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- \$128,000 adjustment to reclassify deferred revenue out of fund balance as needed.
- \$37,000 adjustment to reduce due from other governments and grant revenue for amounts accrued in the previous year.

Town of Melbourne Beach, Florida  
May 12, 2023  
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### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Town's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Circumstances that Affect the Form and Content of the Auditor's Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We identified no circumstances that affect the form and content of the auditor's report as a result of our audit procedures.

### **Representations Requested from Management**

We have requested certain representations from management that are included in the management representation letter dated May 12, 2023.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the Town, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Town's auditors.

### **Other Matters**

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This report is intended solely for the information and use of the Town Commission and management of the Town of Melbourne Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



JAMES MOORE & CO., P.L.

**TOWN OF MELBOURNE BEACH, FLORIDA**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2022**



**TOWN COMMISSION**  
*(As of September 30, 2022)*

*Wyatt Hoover, Mayor*  
*Joyce D. Barton, Vice Mayor*  
*Sherri Quarrie*  
*Corey Runte*  
*Marivi Walker*

**TOWN MANAGER**

Elizabeth Mascaro

**TOWN CLERK**

Amber Brown

**FINANCE MANAGER**

Jennifer Kerr

**TOWN OF MELBOURNE BEACH, FLORIDA  
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SEPTEMBER 30, 2022**

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## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Town Commission, and Town Manager,  
Town of Melbourne Beach, Florida:

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida, (the Town), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The Town's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

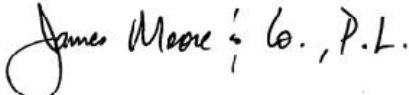
### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining nonmajor governmental funds financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor governmental funds financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor governmental funds financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 12, 2023, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



Daytona Beach, Florida  
May 12, 2023



## **Town of Melbourne Beach, Florida Management's Discussion and Analysis**

As management of the Town of Melbourne Beach (the Town), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2022.

### **Financial Highlights**

- The assets of the Town of Melbourne Beach exceeded its liabilities at the close of the 2022 fiscal year by \$11,610,063 (net position). Of this amount, \$6,597,713 is net investment in capital assets while restricted net position is \$870,207. \$4,142,043 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The total net position increased \$2,113,571 from the previous year.
- As of the close of fiscal year 2022, the Town's governmental funds reported combined ending fund balances of \$6,423,652, an increase of \$2,322,593 in comparison with the prior year. While \$1,619,966 represents the portion restricted by outside parties, \$2,010,645 is assigned for capital improvements, and \$2,707,317 of the governmental funds balance is available for spending at the government's discretion (unassigned fund balance). An additional \$85,624 of governmental fund balance is non-spendable for current obligations.
- At the end of the 2022 fiscal year, unassigned fund balance for the general fund was \$2,743,673 or 71.5% of total general fund expenditures.
- The Town's total long-term liabilities decreased by \$300,771 during the 2022 fiscal year. This reflects the repayment of outstanding balances for bonds, notes and one lease.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). The governmental activities of the Town include general government, public safety, physical environment, and recreation. The government-wide financial statements can be found on pages 13-14 of this report.

### Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and fiduciary funds.

### Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town maintains 12 individual governmental funds, including the General Fund, Capital Projects Fund, two Debt Service Funds (combined), Building Department, Police Education, Police Donations, Law Enforcement Forfeiture, Building Education, Stormwater Utility, Historic Preservation, and Old Town Hall. The General Fund, two Debt Service Funds (combined), and Capital Projects Fund are reported as major funds.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the major funds. Data from the non-major governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The Town adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget. The basic governmental fund financial statements can be found on pages 15-18 of this report.

### Fiduciary funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 21-22 of this report.

### Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23-47 of this report.

### Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's progress in funding its obligation to provide pension benefits and other post-employment benefits to its employees. Required supplementary information can be found on pages 48-53 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 54-55 of this report.

### **Government-wide Financial Analysis**

The following is a summary of the Town's governmental activities net position for each of the past two years:

	<u>2022</u>	<u>2021</u>
Assets		
Current and other assets	\$ 6,495,529	\$ 4,974,711
Capital assets, net	<u>8,757,030</u>	<u>9,076,525</u>
	<u>\$ 15,252,559</u>	<u>\$ 14,051,236</u>
Total assets		
Deferred outflows of resources	<u>\$ 983,138</u>	<u>\$ 452,026</u>
Liabilities		
Current liabilities	\$ 86,893	\$ 890,826
Noncurrent liabilities	<u>4,306,878</u>	<u>3,245,553</u>
Total liabilities	<u>\$ 4,393,771</u>	<u>\$ 4,136,379</u>
Deferred inflows of resources	<u>\$ 231,863</u>	<u>\$ 870,391</u>
Net position		
Net investment in capital assets	\$ 6,597,713	\$ 6,587,955
Restricted	870,207	559,709
Unrestricted	<u>4,142,043</u>	<u>2,348,828</u>
Total net position	<u>\$ 11,610,063</u>	<u>\$ 9,496,492</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by \$11,610,063 at the close of the 2022 fiscal year. By far the largest portion of the Town's net position (56.8% percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment, infrastructure and improvements), less any related debt used to acquire those assets that are still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Of the remaining net position, \$870,207 represents resources that are subject to external restrictions on how they may be used. These restrictions relate primarily to externally imposed restrictions on funding for debt and capital purposes. The remaining balance of the net position which represents amounts available to meet the Town's ongoing obligations to citizens and creditors at the discretion of the Commission is \$4,142,043 for the 2022 fiscal year.

The following is a summary of the changes in the Town's governmental activities net position for each of the past two years:

	<u>2022</u>	<u>2021</u>
Revenues:		
Program Revenues:		
Charges for Services	\$ 539,198	\$ 486,616
Operating Grants	1,838,398	256,477
Capital Grants	7,337	38,778
General Revenues:		
Property taxes	2,656,513	2,431,302
Sales and use taxes	365,382	334,587
Franchise and utility taxes	279,471	256,007
Public services taxes	349,173	331,648
Insurance premium taxes	45,792	42,470
State revenue sharing	111,791	89,973
Investment earnings (loss)	5,240	1,370
Miscellaneous revenues	6,143	1,533
Total Revenues	<u>6,204,438</u>	<u>4,270,761</u>
Expenses:		
General government	1,341,227	1,142,131
Public safety	1,998,549	1,451,934
Physical environment	489,538	410,564
Culture/recreation	163,972	210,989
Interest on long-term debt	97,581	90,858
Total Expenses	<u>4,090,867</u>	<u>3,306,476</u>
Changes in net position	2,113,571	964,285
Beginning net position	9,496,492	8,532,207
Ending net position	<u>\$ 11,610,063</u>	<u>\$ 9,496,492</u>

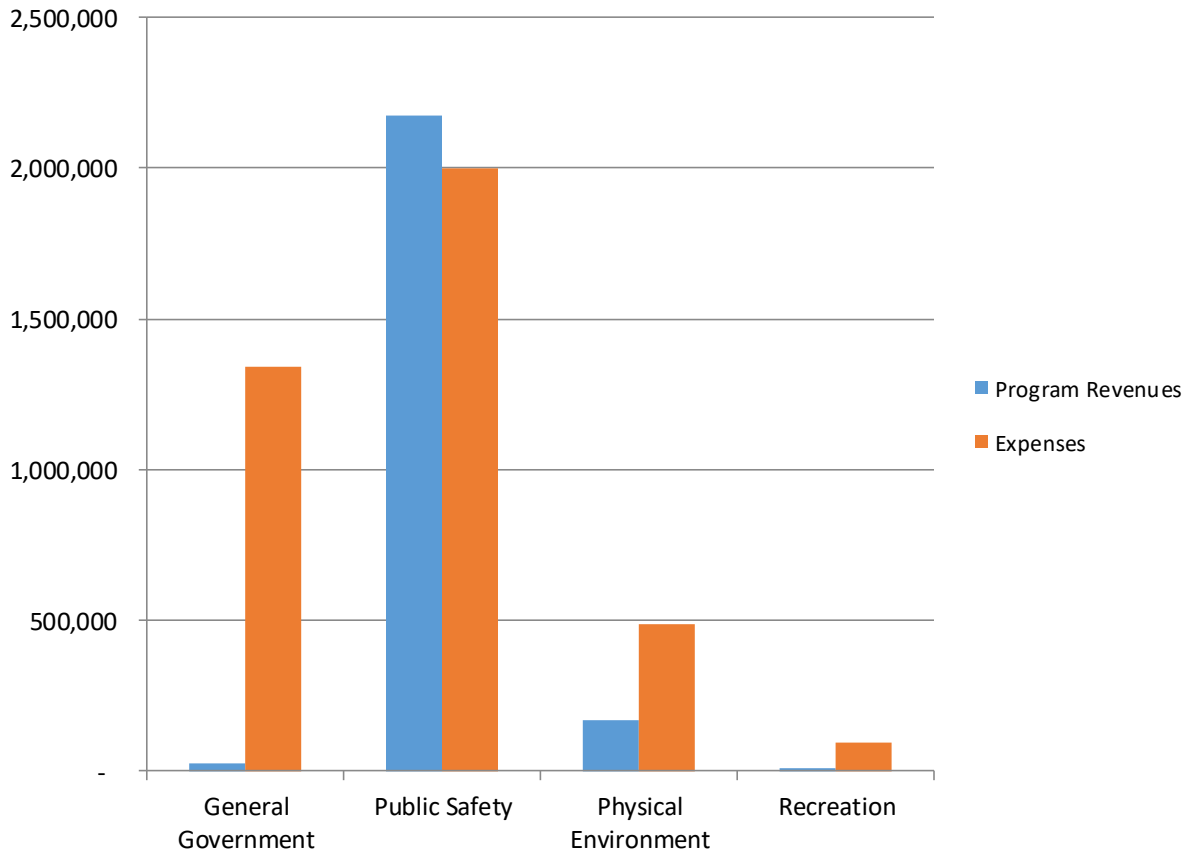
#### Governmental activities

Governmental activities increased the Town's net position by \$2,113,571. This amount is primarily attributable to increases in property tax revenues.

- The Town's total revenues related to governmental activities increased by approximately \$1,933,677 from the prior year. Factors that contributed to an increase in revenues are an increase in General Revenue operating grants, due to the ARPA Funds, and property tax revenues, which increased due to home sales, new home builds and the cost of construction.
- Expenses related to governmental activities increased by \$784,391 from the prior year. This is primarily related to an increase in public safety expenses, which increased due to competitive salary raises for the Police department and the rise of inflation in the economy.

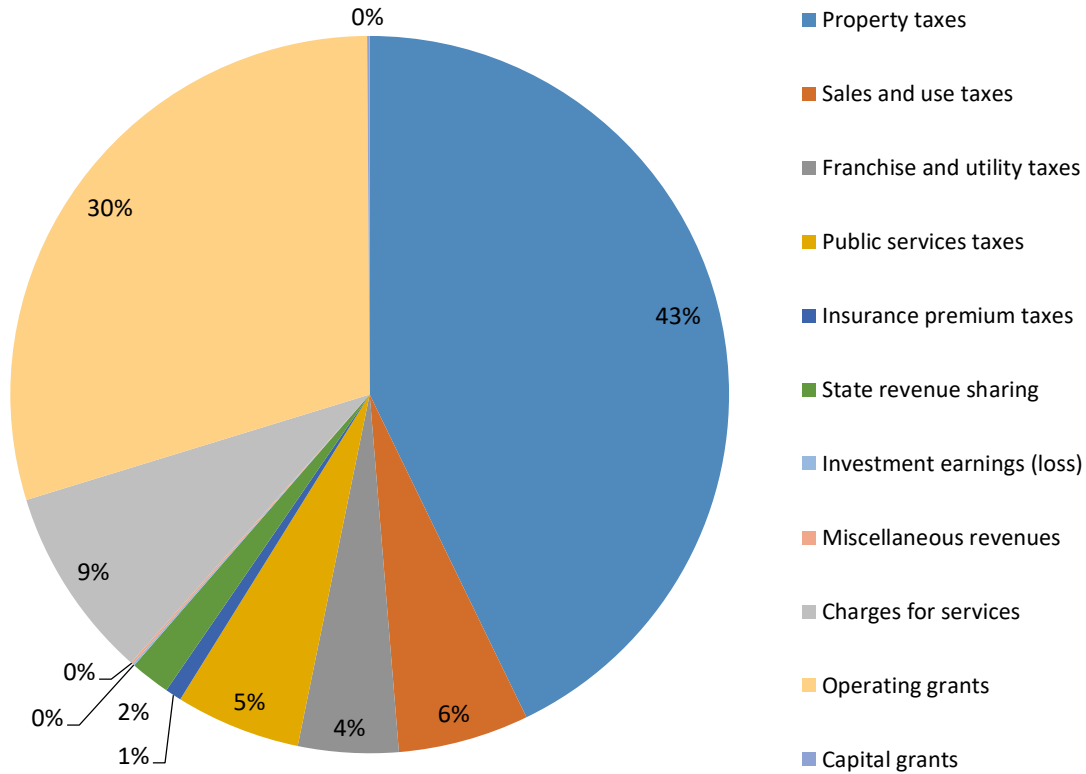
### Expenses and Program Revenues - Governmental Activities

The following chart summarizes the Town's program revenues and expenses by function:



**Revenues by Source - Governmental Activities**

The following chart summarizes the Town’s revenues by source:



**Financial Analysis of the Government's Funds**

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year 2022, the Town's governmental funds reported combined ending fund balances of \$6,423,652, an increase of \$2,322,593 in comparison with the prior year. As of the end of fiscal year 2022, \$85,624 of the fund balance is designated as non-spendable to indicate that it is not available for new spending because it has already been spent on prepaid items. A portion of the fund balances is restricted in use by outside parties for the following: \$692,002 for debt purposes; \$8,250 for historic preservation; \$734,743 for stormwater construction; \$66,586 for Ocean State Park; \$25,821 for law enforcement education; \$20,148 for fire department; \$3,899 for building department education; and \$68,517 for building department operations. Additionally, \$2,010,645 has been assigned by the Town

Commission for capital improvements. The remaining amount, \$2,707,417 constitutes unassigned fund balance, which is available for spending at the government's discretion.

The General Fund is the chief operating fund of the Town. At the end of the 2022 fiscal year, unassigned fund balance of the general fund was \$2,742,673 while total general fund balance was \$2,849,545. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. An excess of revenues over expenditures of \$684,004 was partially offset by \$628,201 of transfers to other funds during the year.

The American Rescue Plan fund has a fund balance of \$1,617,167. The American Rescue Plan fund was revenues that will be earned to the extent of expenditures in accordance with the Town's subrecipient agreement for approximately \$1.65 million on Coronavirus State and Local Fiscal Recovery Funds. All related revenues have been earned due to the standard allowance of expenditures for payroll expenditures.

The Debt Service Fund has a fund balance of \$692,002. The net change during the current year in the debt service fund was \$196,003. The increase was due to the collection funds and required transfers in greater than the amount due for FY2022. The additional monies collected will be used to prepay the debt.

The Capital Projects Fund has a fund balance of \$1,136,471. The net change in fund balance during the current year in the capital projects fund was \$314,067. The increase was due primarily to the transfer of funds for future projects. There were minimal capital projects and other improvements in FY2022.

The Nonmajor Funds have a fund balance of \$128,467 at the end of the year. The net change during the current year in the funds was \$110,982. The increase was primarily due to the Beautification Fund being established as a non-major fund in the current year and an increase in Ocean State parking receipts in the current year.

### **General Fund Budgetary Highlights**

Although the Town inputs the budget by line item, the tracking of the budget is done at the department level. Department budgeting allows management to check budgets for negatives by classifications in accordance with the State of Florida's Uniform Accounting System Manual.

### **Capital Asset and Debt Administration**

**Capital assets.** The Town's investment in capital assets for its governmental funds as of September 30, 2022, amounts to \$8,757,030 (net of accumulated depreciation). This represents a net decrease of \$319,495. The current year additions include \$97,147 of buildings and improvements and \$151,013 of equipment. The Town had one project under construction at the end of 2022. Current year depreciation expense totaled \$563,319.

The following summaries the Town's capital assets as of September 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Capital assets, not being depreciated –		
Land	\$ 897,742	\$ 897,742
Construction in progress	-	3,138
Total capital assets, not being depreciated	<u>897,742</u>	<u>900,880</u>
Capital assets, being depreciated –		
Buildings and improvements	4,809,816	4,709,531
Equipment	2,616,809	2,470,132
Infrastructure	<u>7,580,125</u>	<u>7,580,125</u>
Total capital assets, being depreciated	15,006,750	14,759,788
Less: accumulated depreciation	<u>(7,147,462)</u>	<u>(6,584,143)</u>
Total capital assets, being depreciated, net	<u>7,859,288</u>	<u>8,175,645</u>
Governmental activities capital assets, net	<u>\$ 8,757,030</u>	<u>\$ 9,076,525</u>

Additional information on the Town's capital assets can be found in Note (7) on page 33 of this report.

**Long-term Debt.** At the end of the 2022 fiscal year, the Town had total bonded debt and notes payable principal outstanding of \$2,159,317.

The following summaries the Town's long-term debt (excluding the net pension liability and total OPEB liability) as of September 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Notes and bonds payable	\$ 2,090,000	\$ 2,379,000
Less deferred amounts:		
Original issue premium	87,007	100,320
Original issue (discount)	<u>(17,690)</u>	<u>(22,074)</u>
Total notes and bonds payable	2,159,317	2,457,246
Capital leases	-	31,324
Compensated absences	299,504	271,022
Total	<u>\$ 2,458,821</u>	<u>\$ 2,759,592</u>

The Town's long-term liabilities decreased by \$320,324 during the current fiscal year. This decrease was attributable to repayment of bonds, notes, and leases.

Additional information on the Town's long-term liabilities can be found in Note (8) on page 34 of this report.

### **Economic Factors and Next Year's Budgets and Rates**

The Town Commission approved a millage rate of 4.6865 for Fiscal Year 2022. The millage rate for Fiscal Year 2021 was 4.5151. The taxable value of real property increased by 0.65% percent for Fiscal Year 2022 and is expected to increase in Fiscal Year 2023.



**Other Factors**

The Building Department continues to receive permits daily for new home construction, major and minor remodels and pool installations. The number of new homes increased by 28.57% over FY2021 and there were six (6) new pool installations in FY2022. Permit fee revenue increased by 27.38% even though overall inspections decreased 14% over FY2021. Building revenue increased by 39.93% over FY2021.

The Town continues to focus on upgrading its roads, stormwater system, parks, and services to the residents of our community. The Parking Kiosk that were installed at Ryckman Park and Ocean Park for paid parking located at Ryckman Park, Ocean Park, and the dune crossovers continues to bring in consistent revenue for Ocean Park, Ryckman Park, and dune crossover maintenance. The Police Department purchased the Milo Machine, an interactive training software system, to ensure that officers continue to be well prepared for any on-duty incidents they may encounter. The Fire Department continues to provide fire protection, emergency medical care, and other emergency and non-emergency services to the citizens within the community. Funds continue to be set aside for the repaving of roads, dune crossovers, and Community Center upgrades which enables Public Works to continue to improve the Town.

**Requests for Information**

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Manager, 507 Ocean Avenue, Melbourne Beach, Florida 32951.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF NET POSITION - GOVERNMENTAL ACTIVITIES**  
**SEPTEMBER 30, 2022**

<b>ASSETS</b>	
Cash and cash equivalents	\$ 5,112,676
Investments	459,482
Receivables, net	91,903
Due from other governments	745,844
Prepays	85,624
Capital assets:	
Non-depreciable capital assets	897,742
Other capital assets, net of depreciation	<u>7,859,288</u>
Total assets	<u><u>\$ 15,252,559</u></u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred outflows related to pensions	\$ 974,813
Deferred outflows related to OPEB	8,325
Total deferred outflows of resources	<u><u>\$ 983,138</u></u>
<b>LIABILITIES</b>	
Accounts payable	\$ 46,726
Accrued payroll and employee benefits	14,797
Customer deposits	2,629
Unearned revenue	7,725
Accrued interest payable	15,016
Noncurrent liabilities:	
Due within one year:	
Bonds and notes payable	213,000
Compensated absences	149,752
Due in more than one year:	
Bonds and notes payable	1,946,317
Compensated absences	149,752
Total OPEB liability	17,636
Net pension liability	<u>1,830,421</u>
Total liabilities	<u><u>\$ 4,393,771</u></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows related to pensions	\$ 197,542
Deferred inflows related to OPEB	34,321
Total deferred inflows of resources	<u><u>\$ 231,863</u></u>
<b>NET POSITION</b>	
Net investment in capital assets	\$ 6,597,713
Restricted for:	
Debt service	676,986
Capital projects	31,102
Law enforcement	20,917
Fire department	20,148
Ocean Park	66,586
Beautification	45,665
Environmental Advisory	4,904
Christmas Donations	1,293
Building department education	2,606
Unrestricted	<u>4,142,143</u>
Total net position	<u><u>\$ 11,610,063</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Capital Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		
Governmental activities:					
General government	\$ 1,341,227	\$ 25,659	\$ 733	\$ -	\$ (1,314,835)
Public safety	1,998,549	446,116	1,722,415	7,337	177,319
Transportation	-	750	-	-	750
Physical environment	489,538	54,978	115,100	-	(319,460)
Culture and recreation	163,972	11,695	150	-	(152,127)
Interest on long-term debt	97,581	-	-	-	(97,581)
Total governmental activities	<u>\$ 4,090,867</u>	<u>\$ 539,198</u>	<u>\$ 1,838,398</u>	<u>\$ 7,337</u>	<u>(1,705,934)</u>
General revenues:					
Property taxes					2,656,513
Sales and use taxes					365,382
Franchise and utility taxes					279,471
Public service taxes					349,173
Insurance premium taxes					45,792
State revenue sharing					111,791
Investment earnings (loss)					5,240
Miscellaneous revenues					6,143
Total general revenues					<u>3,819,505</u>
Change in net position					2,113,571
Net position - beginning					9,496,492
Net position - ending					<u>\$ 11,610,063</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2022**

	<u>General</u>	<u>American Rescue Plan</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Other Nonmajor Governmental</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>						
Equity in pooled cash and cash equivalents	\$ 2,165,829	\$ 1,617,167	\$ 692,002	\$ 468,431	\$ 169,247	\$ 5,112,676
Investments	459,482	-	-	-	-	459,482
Receivables, net	91,903	-	-	-	-	91,903
Due from other governments	77,109	-	-	668,040	695	745,844
Due from other funds	36,304	-	-	-	-	36,304
Prepaid items	85,624	-	-	-	-	85,624
Total assets	<u>\$ 2,916,251</u>	<u>\$ 1,617,167</u>	<u>\$ 692,002</u>	<u>\$ 1,136,471</u>	<u>\$ 169,942</u>	<u>\$ 6,531,833</u>
<b>LIABILITIES</b>						
Accounts payable	\$ 41,555	\$ -	\$ -	\$ -	\$ 5,171	\$ 46,726
Accrued liabilities	14,797	-	-	-	-	14,797
Customer deposits	2,629	-	-	-	-	2,629
Unearned revenue	7,725	-	-	-	-	7,725
Due to other funds	-	-	-	-	36,304	36,304
Total liabilities	<u>66,706</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>41,475</u>	<u>108,181</u>
<b>FUND BALANCES</b>						
Nonspendable:						
Prepaid items	85,624	-	-	-	-	85,624
Restricted for:						
Fire department	20,148	-	-	-	-	20,148
Debt service	-	-	692,002	-	-	692,002
Historic preservation	-	-	-	8,250	-	8,250
Stormwater construction	-	-	-	734,743	-	734,743
Ocean state park	-	-	-	-	66,586	66,586
Beautification	-	-	-	-	45,665	45,665
Environmental advisory	-	-	-	-	4,904	4,904
Christmas donations	-	-	-	-	1,293	1,293
Law enforcement education	-	-	-	-	20,917	20,917
Building department education	-	-	-	-	2,606	2,606
Old Town Hall	-	-	-	-	22,852	22,852
Assigned to:						
Capital improvements	-	1,617,167	-	393,478	-	2,010,645
Unassigned	2,743,773	-	-	-	(36,356)	2,707,417
Total fund balances	<u>2,849,545</u>	<u>1,617,167</u>	<u>692,002</u>	<u>1,136,471</u>	<u>128,467</u>	<u>6,423,652</u>
<b>Total liabilities and fund balances</b>	<u>\$ 2,916,251</u>	<u>\$ 1,617,167</u>	<u>\$ 692,002</u>	<u>\$ 1,136,471</u>	<u>\$ 169,942</u>	<u>\$ 6,531,833</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2022**

<b>Fund balances - total governmental funds</b>		\$ 6,371,790
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		
Total governmental capital assets	15,904,492	
Less: accumulated depreciation	(7,147,462)	8,757,030
On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the Town's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.		
Net pension liability	(1,830,421)	
Deferred outflows related to pensions	974,813	
Deferred inflows related to pensions	(197,542)	(1,053,150)
On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the Town's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.		
Total OPEB liability	(17,636)	
Deferred outflows related to OPEB	8,325	
Deferred inflows related to OPEB	(34,321)	(43,632)
Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities and other long-term liabilities consist of the following:		
Bonds and notes payable	(2,159,317)	
Accrued interest payable	(15,016)	
Compensated absences	(299,504)	(2,473,837)
<b>Net position of governmental activities</b>		<b>\$ 11,558,201</b>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	<u>General</u>	<u>American Rescue Plan</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Other Nonmajor Governmental</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>						
Taxes	\$ 3,127,204	\$ -	\$ 467,820	\$ -	\$ -	\$ 3,595,024
Licenses and permits	195,849	-	-	-	7,064	202,913
Intergovernmental	414,086	1,651,815	-	-	568	2,066,469
Charges for services	113,459	-	-	-	175,421	288,880
Fines and forfeitures	33,159	-	-	-	762	33,921
Investment income (loss)	5,240	-	-	-	-	5,240
Miscellaneous	6,612	-	-	-	9,473	16,085
<b>Total revenues</b>	<u>3,895,609</u>	<u>1,651,815</u>	<u>467,820</u>	<u>-</u>	<u>193,288</u>	<u>6,208,532</u>
<b>Expenditures</b>						
Current:						
General government	938,415	6,210	-	50,000	-	994,625
Public safety	1,693,002	-	-	-	3,637	1,696,639
Parks and recreation	18,067	-	-	-	57,769	75,836
Physical environment	349,537	2,600	-	301	91,749	444,187
Capital outlay	179,584	-	-	59,837	8,739	248,160
Debt service						
Principal	31,324	-	289,000	-	-	320,324
Interest and fiscal charges	1,676	-	104,245	-	-	105,921
Debt issuance costs	-	-	2,747	-	-	2,747
<b>Total expenditures</b>	<u>3,211,605</u>	<u>8,810</u>	<u>395,992</u>	<u>110,138</u>	<u>161,894</u>	<u>3,888,439</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>684,004</u>	<u>1,643,005</u>	<u>71,828</u>	<u>(110,138)</u>	<u>31,394</u>	<u>2,320,093</u>
<b>Other financing sources (uses)</b>						
Transfers in	26,071	-	125,295	425,293	79,588	656,247
Transfers out	(628,201)	(25,838)	(1,120)	(1,088)	-	(656,247)
Proceeds from sale of capital assets	2,500	-	-	-	-	2,500
<b>Total other financing sources (uses)</b>	<u>(599,630)</u>	<u>(25,838)</u>	<u>124,175</u>	<u>424,205</u>	<u>79,588</u>	<u>2,500</u>
<b>Net change in fund balances</b>	<u>84,374</u>	<u>1,617,167</u>	<u>196,003</u>	<u>314,067</u>	<u>110,982</u>	<u>2,322,593</u>
<b>Fund balances, beginning of year</b>	2,765,171	-	495,999	822,404	17,485	4,101,059
<b>Fund balances, end of year</b>	<u>\$ 2,849,545</u>	<u>\$ 1,617,167</u>	<u>\$ 692,002</u>	<u>\$ 1,136,471</u>	<u>\$ 128,467</u>	<u>\$ 6,423,652</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

<b>Net change in fund balances - total governmental funds</b>	<b>\$ 2,322,593</b>
Differences in amounts reported for governmental activities in the statement of activities are:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.	
Capital outlay expenditures	248,160
Depreciation expense	(563,319)
Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:	
Principal repayment of general long-term debt	320,324
In the statement of activities, only the gain/loss on sale/disposal of capital assets is reported. However, in governmental funds, the proceeds from the sale increases financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the capital assets sold/disposed.	
	(4,336)
Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the Statement of Activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the Statement of Activities are amounts required to be amortized.	
Change in net pension liability and deferred inflows/outflows related to pensions	(191,294)
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. These adjustments are as follows:	
Change in accrued interest on long-term debt	11,087
Change in total OPEB liability	(1,162)
Change in compensated absences liability	(28,482)
<b>Change in net position of governmental activities</b>	<b>\$ 2,113,571</b>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - GENERAL FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	<u>Budgeted Amounts</u>			<b>Variance with Final Budget - Positive (Negative)</b>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
<b>Revenues</b>				
Taxes	\$ 3,013,120	\$ 3,013,120	\$ 3,127,204	\$ 114,084
Licenses and permits	166,550	166,550	195,849	29,299
Intergovernmental	306,100	306,100	414,086	107,986
Charges for services	74,208	74,208	113,459	39,251
Fines and forfeitures	19,100	19,100	33,159	14,059
Investment income (loss)	1,275	1,275	5,240	3,965
Miscellaneous	5,700	5,700	6,612	912
Total revenues	<u>3,586,053</u>	<u>3,586,053</u>	<u>3,895,609</u>	<u>309,556</u>
<b>Expenditures</b>				
Current:				
General Government:				
Legislative	136,448	118,449	117,986	463
Executive	176,373	144,873	140,254	4,619
Finance	123,003	154,503	154,142	361
Legal	98,250	118,250	117,706	544
Grants & special projects	20,000	18,000	12,156	5,844
Contingency and other	572,388	491,997	491,997	-
Public Safety:				
Police	1,204,451	1,216,450	1,212,693	3,757
Fire	326,065	327,047	291,202	35,845
Building	163,904	239,973	239,317	656
Code enforcement	18,174	18,174	17,004	1,170
Parks and recreation	24,100	37,770	31,490	6,280
Physical environment	410,651	399,442	385,658	13,784
Total expenditures	<u>3,273,807</u>	<u>3,284,928</u>	<u>3,211,605</u>	<u>73,323</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>312,246</u>	<u>301,125</u>	<u>684,004</u>	<u>382,879</u>
<b>Other financing sources (uses)</b>				
Transfers in	-	42,817	26,071	(16,746)
Transfers out	-	(644,948)	(628,201)	16,747
Proceeds from sale of capital assets	-	-	2,500	2,500
Total other financing sources (uses)	<u>-</u>	<u>(602,131)</u>	<u>(599,630)</u>	<u>2,501</u>
<b>Net change in fund balances</b>	<u>312,246</u>	<u>(301,006)</u>	<u>84,374</u>	<u>385,380</u>
<b>Fund balances, beginning of year</b>	2,765,171	2,765,171	2,765,171	-
<b>Fund balances, end of year</b>	<u><u>\$ 3,077,417</u></u>	<u><u>\$ 2,464,165</u></u>	<u><u>\$ 2,849,545</u></u>	<u><u>\$ 385,380</u></u>

The accompanying notes to financial statements are an integral part of this statement.



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - ARPA FUND**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Intergovernmental	\$ -	\$ -	\$ 1,651,815	\$ 1,651,815
Total revenues	<u>-</u>	<u>-</u>	<u>1,651,815</u>	<u>1,651,815</u>
<b>Expenditures</b>				
Current:				
General Government:				
Finance	-	6,210	6,210	-
Physical environment	-	2,601	2,600	1
Total expenditures	<u>-</u>	<u>8,811</u>	<u>8,810</u>	<u>1</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>-</u>	<u>(8,811)</u>	<u>1,643,005</u>	<u>1,651,816</u>
<b>Other financing sources (uses)</b>				
Transfers out	-	(25,838)	(25,838)	-
Total other financing sources (uses)	<u>-</u>	<u>(25,838)</u>	<u>(25,838)</u>	<u>-</u>
<b>Net change in fund balances</b>	<u>-</u>	<u>(34,649)</u>	<u>1,617,167</u>	<u>1,651,816</u>
<b>Fund balances, beginning of year</b>	-	-	-	-
<b>Fund balances, end of year</b>	<u>\$ -</u>	<u>\$ (34,649)</u>	<u>\$ 1,617,167</u>	<u>\$ 1,651,816</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2022**

	<b>Municipal Police Officers' Retirement Trust Fund</b>
<b>ASSETS</b>	
Cash and cash equivalents with trustee	\$ 105,032
Receivables	
Employer contributions receivable	696
Investments, at fair value	
Mutual and pooled funds	3,820,374
Total assets	<u>\$ 3,926,102</u>
<b>LIABILITIES</b>	
Prepaid employer contributions	<u>\$ 13,983</u>
<b>NET POSITION</b>	
Restricted for pensions	<u>\$ 3,912,119</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	<b>Municipal Police Officers' Retirement Trust Fund</b>
<b>Additions</b>	
Contributions:	
Employer	\$ 197,000
Plan members	31,345
State - insurance premium taxes	45,792
Total contributions	<u>274,137</u>
Investment earnings:	
Interest and dividends	109,261
Net appreciation (depreciation) in fair value of investments	(867,387)
Total investment earnings	<u>(758,126)</u>
Less: investment expense	(20,500)
Net investment income (loss)	<u>(778,626)</u>
Total additions	<u>(504,489)</u>
<b>Deductions</b>	
Benefit payments	260,771
Administrative expenses	16,411
Total deductions	<u>277,182</u>
<b>Change in net position</b>	<u>(781,671)</u>
<b>Net position restricted for pensions, beginning of year</b>	4,693,790
<b>Net position restricted for pensions, end of year</b>	<u><u>\$ 3,912,119</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:**

The financial statements of the Town of Melbourne Beach, Florida (the Town), have been prepared in accordance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles. The following is a summary of the Town's significant accounting policies:

(a) **Reporting entity**—The Town is a municipal corporation created by the Laws of Florida, located in Brevard County. The Town was originally incorporated under the general Laws of Florida in 1923, and adopted its first charter in November 1973, under the provisions of Chapter 9833, Laws of Florida, Acts of 1923. The legislative branch of the Town is composed of an elected five-member Town Commission consisting of the Mayor and four commissioners. The Town Commission is governed by the Town Charter and by state and local laws and regulations. The Town Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed Town Manager.

The accompanying financial statements present the financial position, results of operations, and cash flows of the applicable funds governed by the Town Commission of the Town, the reporting entity of government for which the Town Commission is considered to be financially accountable. In evaluating the Town as a reporting entity, management has addressed all potential component units that may or may not fall within the Town's oversight and control, and thus, be included in the Town's financial statements. No such entities or component units have been identified.

(b) **Government-wide and fund financial statements**—The basic financial statements include both government-wide (based on the Town as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. In the government-wide statement of net position, the governmental activities are presented on a consolidated basis and are reflected, on a full accrual, economic resource basis, which incorporates long term assets and receivables as well as long term debt and obligations. The Town has no business-type activities.

The government-wide statement of activities reflects both the gross and net costs per functional category (public safety, physical environment, etc.), which are otherwise being supported by general government revenues (property, sales taxes, certain intergovernmental revenues, etc.). The statement of activities reduces gross expenses (including depreciation) by the related program revenues, operating and capital grants. The program revenues must be directly associated with the function or a business-type activity. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The net cost (by function) is normally covered by general revenue (property, sales taxes, intergovernmental revenues, interest income, etc.). This government-wide focus is more on the sustainability of the Town as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The fund financial statements emphasize the major funds of the Town.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:** (Continued)

The governmental funds' major fund statements in the fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. This presentation is deemed most appropriate to demonstrate legal compliance and demonstrate how the Town's actual experience conforms to the budgeted fiscal plan. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statement, a reconciliation is presented on the page following the Governmental Funds – Balance Sheet and the Governmental Funds – Statement of Revenues, Expenditures, and Changes in Fund Balances, which briefly explains the adjustments necessary to transform the fund-based financial statements into the government-wide presentation.

The Town's fiduciary fund is presented in the fund financial statements by type (pension). Since, by definition, these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

As a general rule, the effect of interfund Town activities has been eliminated from the government-wide financial statements.

(c) **Measurement focus and basis of accounting**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using *the current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and pensions, are recorded only when payment is due.

Taxes, intergovernmental revenue, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. All other revenue items are considered to be measurable and available only when cash is received by the government.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Financial statement presentation**—The financial transactions of the Town are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

The GASB Codification sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of all funds combined) for the determination of major funds.

The Town reports the following major governmental funds:

The **General Fund** accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the Town are financed through revenues received by the General Fund.

The **American Rescue Plan Fund** is a special revenue fund used to account for revenues and expenditures funded by the American Rescue Plan Act of 2021.

The **Debt Service Fund** is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs. This fund type is used to provide for the debt service requirements of the Town's governmental long-term debt. The Town operates multiple debt service funds that account for all general fund debt service expenses.

The **Capital Projects Fund** is used to account for financial resources that are restricted, committed, or assigned to expenditure for capital outlay, including the acquisition or construction of capital facilities or other capital assets. The Town operates multiple capital projects funds that account for all general fund capital outlay expenses.

Additionally, the Town reports the following fiduciary fund:

The **Municipal Police Officer's Retirement Trust Fund** accounts for the financial activities of the Police Officers' Retirement Trust Fund, which accumulates financial resources to pay pension benefits to qualified police officers.

(e) **Budgets and budgetary accounting**—Annual budgets for all governmental funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The Town uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

- i. Prior to September 1st, the Town Manager submits a preliminary budget to the Town Commission for the ensuing fiscal year.
- ii. Budget workshop sessions are scheduled by the Town Commission, as needed.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:** (Continued)

- iii. A general summary of the budget and notice of public hearing is published in a local newspaper.
- iv. Prior to October 1<sup>st</sup>, the budget is legally enacted through passage of a resolution.
- v. The Town Commission, by resolution, may make supplemental appropriations in excess of those estimated for the year up to the amount of available revenue. Prior to the end of the fiscal year, supplemental appropriations are made for unanticipated spending requirements by the Commission.
- vi. The Town Manager may make transfers within a department as long as the total budget for the department is not increased. Transfers of appropriations between departments require the approval of the Commission. The Town's Ordinance establishes the level at which expenditures may not exceed appropriations at the department level.
- vii. Every appropriation lapses at the close of the fiscal year.

The budgets for governmental funds that were either adopted or amended during the year by the Town Commission were prepared using the modified accrual basis of accounting in accordance with generally accepted accounting principles. Each of the Town's governmental funds have legally adopted budgets.

(f) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(g) **Deposits and investments**—The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments are recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

(h) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. All unpaid property taxes receivable at year end are at least 180 days past due, at which time the applicable property is subject to lien, and penalties and interest are assessed; therefore, these amounts are fully allowed for an no provision for taxes receivable has been made on the Town's financial statements.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:** (Continued)

(i) **Capital assets**—Capital assets include property, plant, equipment and infrastructure assets. The terms general capital assets and general infrastructure assets relate only to the assets associated with governmental activities, whereas the terms capital assets and infrastructure assets relate to all such assets belonging to the Town.

Capital assets are defined by the Town as assets with an initial individual cost of \$5,000 or more and an estimated useful life of more than one year. Such assets are recorded at historical cost, if purchased or constructed. Contributed assets, including donations and easements or other intangible rights of use, are recorded at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are only capitalized if they meet the dollar threshold above for capitalization. Maintenance and repairs of capital assets are charged to operating expenses.

Depreciation is reported for the primary government using the straight-line method calculated on a service-life basis to amortize the cost of the asset over their estimated economic useful lives, which are as follows:

Assets	Years
Building Improvements	7-30 years
Buildings	25-40 years
Equipment	3-18 years
Infrastructure	20-50 years
Leased Property	3-12 years
Vehicles	5-15 years

(j) **Compensated absences**—It is the Town’s policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and a portion of sick pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

(k) **Long-term obligations**—In the government-wide financial statements, long-term debt obligations are reported as liabilities, net of any outstanding premiums or discounts. Debt issuance costs are expensed when paid.

(l) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will, if required, report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Currently, this category consisted of deferred amounts related to pension, as discussed further in Note (9), and OPEB, as discussed further in Note (10).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Currently, this category consisted of deferred amounts related to pension, as discussed further in Note (9), and OPEB, as discussed further in Note (10).



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(1) **Summary of Significant Accounting Policies:** (Continued)

(m) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

*Nonspendable* – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property held for sale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

*Restricted* – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

*Committed* – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the Town Commission are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

*Assigned* – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. Assignments can be made by the Town Commission or the Town Manager.

*Unassigned* – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

For spendable resources, is the Town’s policy to use its resources in the following order as needed to fund expenses: restricted, committed, assigned, unrestricted.

(n) **Impact fees**—The Town has not adopted any ordinances or resolutions to levy impact fees in accordance with Section 163.31801, Florida Statutes.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(2) **Reconciliation of Government-Wide and Fund Financial Statement:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

(3) **Property Tax Calendar:**

Under Florida law, the assessment of all properties and collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser. State laws regulating tax assessment are designed to ensure a consistent property valuation method statewide and to permit municipalities to levy property taxes at a rate of up to 10 mills. For the fiscal year ended September 30, 2022, the millage rate assessed by the Town was 4.687 per \$1,000.

All property is assessed according to its fair market value on January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of State statutes.

The current year taxes for the fiscal year, beginning October 1, are billed in the month of November and are due no later than March 31. On April 1, all unpaid amounts become delinquent and are subject to interest and penalties.

Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, 1% in the month of February, and without discount in March.

The Town recognizes property tax revenues on an accrual basis. Delinquent taxes on real property bear interest of 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. The Town tax calendar is as follows:

Valuation Date:	January 1, 2021
Preliminary Tax Roll Date:	July 1, 2021
Commission Tax Rate Hearings:	September 2021
Levy Date:	November 1, 2021
Due Date:	March 31, 2022
Lien Date:	June 1, 2022

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

**(4) Deposits and Investments:**

The Town, for accounting and investment purposes, maintains a pooled noninterest-bearing banking account for substantially all Town funds. Additional accounts are held for various other purposes, or to segregate cash balances for amounts which are restricted or held on behalf of others.

State statutes authorize the Town to invest excess funds in time deposits, obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local-Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance.

As of September 30, 2022, all Town deposits were covered by private bank acquired insurance, Securities Investor Protection Corporation (SIPC) insurance, private broker/dealer acquired insurance, Federal Depository Insurance Corporation (FDIC) insurance, and/or the State of Florida collateral pool established under the Florida Security for Public Deposits Act (the Act). The Act established guidelines for qualification and participation by banks and savings associations, procedures for administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to 125% may be required if deemed necessary.

Obligations pledged to secure deposits must be delivered to the State Treasurer, or with the approval of the State Treasurer to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the Town is authorized to deposit funds only in Qualified Public Depositories.

The Town is a member of Florida PRIME, the Local Government Surplus Funds Trust Fund Investment Pool (the Pool), that is administered by the State Board of Administration of Florida (SBA). This pool is a "2a-7 like" pool, which has the characteristics of a money market fund. Therefore, the fair value of investments held at the State Board of Administration Pool is the same as the fair value of the pooled shares. The Regulatory Oversight of the Local Government Surplus Funds Trust fund is governed by Ch. 19-7 of the Florida Administrative Code, which identifies the Rules for the State Board of Administration. These rules provide guidance and establish the general procedure for the administration of the Local Government Surplus Funds Trust Fund. The Local Government Surplus Trust Fund is not a registrant with the Securities and Exchange Commission (SEC); however, the Board has adopted operating procedure consistent with the requirements for a 2a-7 fund. As of September 30, 2022, the investment pool had a weighted average of 21 days to maturity.

The Town held no assets or investments carried at fair value at September 30, 2022, and subject to the required disclosures of GASB 72.

***Town Investment Portfolio***

As of September 30, 2022, the Town's governmental investment portfolio is composed of the following investments:

<u>Investment Type</u>	<u>Credit Quality Rating (S&amp;P)</u>	<u>Carrying Value</u>	<u>Maturities (in Years)</u>		
			<u>Less Than 1</u>	<u>1-5</u>	<u>Over 5</u>
SBA funds	AAAm	\$ 459,482	\$ 459,482	\$ -	\$ -

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(4) **Deposits and Investments:** (Continued)

*Interest Rate Risk:* The Town limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Town's surplus funds are invested in the Local Government Surplus Trust Fund. Investments held in the Town's Police Officer's Retirement Trust Fund are generally held to maturity to provide a stable investment interest rate platform which is vital to the projection of actuarial pension costs in the future. Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investment's fair value. The Town's bank deposits are held in noninterest-bearing accounts.

*Credit Risk:* Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Town's portfolio is held entirely with public depositories and is invested in SBA funds, as described above.

*Concentration of Credit Risk:* In addition to describing the credit risk of investments in the portfolio, governmental entities will need to disclose the concentration of credit risk with a single issuer, if 5 or more percent of the total assets of the portfolio are invested with one issuer. The Town's policy limits certain type of investments to no more than 5% of the total portfolio. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from the concentration of credit risk disclosure requirements.

*Custodial Credit Risk:* All demand deposits are held with qualified public depositories, as defined above. In the case of investments, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. As of September 30, 2022, the Town's investment of \$459,482 in SBA funds are backed by the full faith and credit of the State of Florida, or explicitly guaranteed by the State of Florida.

***Municipal Police Officers' Retirement Trust Fund Investment Portfolio***

The Municipal Police Officers' Retirement Trust Fund has adopted an investment policy which authorizes the pension manager to invest in equities, fixed income investments, money market funds, and pooled funds.

The Plan is subject to using fair value measurement guidelines established by GASB Statement No. 72. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

The following chart shows the Municipal Police Officers' Retirement Trust Fund investment accounts by investment portfolios and their respective maturities (in years) and fair value measurement levels:

<u>Investment Type</u>	<u>Carrying Value</u>	<u>Maturities (in years) Less Than 1</u>	<u>Credit Rating Range (S&amp;P)</u>	<u>Fair Value Hierarchy Classification</u>
Mutual funds – fixed income	\$ 1,313,200	\$ 1,313,200	NR	Level 1
Mutual funds – equity	2,507,174	2,507,174	NR	Level 1
Total Portfolio	<u>\$ 3,820,374</u>	<u>\$ 3,820,374</u>		

**TOWN OF MELBOURNE BEACH, FLORIDA  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**(4) Deposits and Investments:** (Continued)

*Interest Rate Risk:* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plan require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2022, all investments were held in cash or other assets that could be liquidated at any time.

*Credit Risk:* Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plan utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. All investments are rated within the investment policy guidelines at September 30, 2022.

*Concentration of Credit Risk:* Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Police Officer’s Retirement Trust Fund policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company. At September 30, 2022, the investment portfolios met these limitations.

*Custodial Credit Risk:* Custodial credit risk is the risk that the Town may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

*Foreign Currency Risk:* Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. At September 30, 2022, the investment portfolio had no foreign investments.

**(5) Accounts Receivable:**

The Town’s receivables consists of \$91,903 at September 30, 2022, all of which was included in the general fund and governmental activities. There was no allowance for doubtful accounts at September 30, 2022.

In addition to accounts receivable, the Town also recorded \$745,844 in due from other governments at September 30, 2022 of which \$668,735 relates to Federal and State reimbursements related to Hurricanes Matthew and Irma, both of which impacted the Town in fiscal year 2017. These amounts reflect management’s best estimate of recoveries based on costs incurred and approved project worksheets, and are subject to change pending adjustments made by the respective Federal and/or State agencies.

**(6) Interfund Loans, Advances, Fees and Transfers:**

The outstanding balances between funds are short-term loans to cover short-term cash flow needs and expected to be repaid in full over the course of the next fiscal year. Individual fund interfund receivables and payables for the primary government at September 30, 2022, are comprised of the following:

	<b>Due From Other Funds</b>	<b>Due to Other Funds</b>
Governmental Activities:		
Stormwater Fund:		
General Fund	\$ 36,304	\$ -
General Fund:		
Stormwater Fund	-	36,304
Total – All Funds	\$ 36,304	\$ 36,304

**TOWN OF MELBOURNE BEACH, FLORIDA**  
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**(6) Interfund Loans, Advances, Fees and Transfers:** (Continued)

For the year ended September 30, 2022, interfund transfers consisted of the following:

	<b>Transfers Out:</b>				
<b>Transfers In:</b>	<b>General Fund</b>	<b>ARPA</b>	<b>Capital Projects</b>	<b>Debt Service</b>	<b>Total</b>
General Fund	\$ -	\$ 25,838	\$ -	\$ 233	\$ 26,071
Beautification	78,500	-	-	-	78,500
Debt Service	125,295	-	-	-	125,295
Capital Projects	424,406	-	-	887	425,293
Donations Fund	-	-	1,088	-	1,088
<b>Total</b>	<b>\$ 628,201</b>	<b>\$ 25,838</b>	<b>\$ 1,088</b>	<b>\$ 1,120</b>	<b>\$ 656,247</b>

The transfer from the general fund to the debt service fund represents the requirements for debt service. The transfers from the general fund to the capital projects fund represent capital expenditures paid for by the general fund. The transfer from the general fund to the beautification fund represents amounts to be used on beautification in the future. The transfer from the ARPA fund to the general fund represents an amount to help cover payroll expenditures. The transfer from the capital projects fund to the donations fund was for the closing out of an inactive balance. The transfers from the debt service fund to the general fund and the capital projects fund were for general expenditures and capital expenditures paid for by the debt service fund.

**(7) Capital Assets:**

Capital asset activity for the fiscal year ended September 30, 2022, is as follows: 3,138

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Ending Balance</b>
Governmental activities:				
Capital assets, not being depreciated –				
Land	\$ 897,742	\$ -	\$ -	\$ 897,742
Construction in progress	3,138	-	(3,138)	-
Total capital assets, not being depreciated	900,880	-	(3,138)	897,742
Capital assets, being depreciated –				
Buildings and improvements	4,709,531	97,147	-	4,809,816
Equipment	2,470,132	151,013	(4,336)	2,616,809
Infrastructure	7,580,125	-	-	7,580,125
Total capital assets, being depreciated	14,759,788	248,160	(4,336)	15,006,750
Less: accumulated depreciation	(6,584,143)	(563,319)	-	(7,147,462)
Total capital assets, being depreciated, net	8,175,645	(315,159)	(4,336)	7,859,288
Governmental activities capital assets, net	<b>\$ 9,076,525</b>	<b>\$ (315,159)</b>	<b>\$ (4,336)</b>	<b>\$ 8,757,030</b>

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 312,622
Public safety	110,616
Physical environment	51,945
Culture and recreation	88,136
Total depreciation expense - governmental activities	<b>\$ 563,319</b>

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**(8) Long-Term Debt:**

For the fiscal year ended September 30, 2022, a summary of the long-term liability transactions for the Town is as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental activities:</b>					
Notes and bonds payable	\$ 2,379,000	\$ -	\$ (289,000)	\$ 2,090,000	\$ 213,000
Less deferred amounts:					
Original issue premium	100,320	-	(13,313)	87,007	-
Original issue (discount)	(22,074)	-	4,384	(17,690)	-
Total notes and bonds payable	<u>2,457,246</u>	<u>-</u>	<u>(297,929)</u>	<u>2,159,317</u>	<u>213,000</u>
Financed acquisitions	31,324	-	(31,324)	-	-
Compensated absences	271,022	131,287	(102,805)	299,504	149,752
Governmental activities – Total long-term liabilities	<u>\$ 2,759,592</u>	<u>\$ 131,287</u>	<u>\$ (432,058)</u>	<u>\$ 2,458,821</u>	<u>\$ 362,752</u>

Notes and bonds payable at September 30, 2022, are comprised of the following obligations:

Series 2017 Florida Municipal Loan Council Revenue Refunding Bonds, dated September 20, 2017, originally issued to partially defease the Florida Municipal Loan Council Revenue Bonds, Series 2005B, due in payments of principal plus interest ranging from 3.00% to 5.00% semiannually on April 1 and October 1 each year until final maturity on October 1, 2029.	\$ 670,000
Series 2009 Stormwater Improvement note payable, dated August 20, 2009, due in payments of principal plus interest at 4.23% semiannually on January 1 and July 1 through July 1, 2028. Repayment of loan balance is secured by a pledge of real property ad valorem tax revenues assessed at 0.9999 mills on all property within the Town.	1,420,000
Total long-term debt, governmental activities	<u>\$ 2,090,000</u>

Annual debt service requirements to maturity for the Town's notes and bonds payable are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 213,000	\$ 93,491	\$ 306,491
2024	307,000	80,231	387,231
2025	321,000	66,466	387,466
2026	331,000	52,194	383,194
2027	341,000	37,500	378,500
2028-2032	577,000	29,707	606,707
Total	<u>\$ 2,090,000</u>	<u>\$ 359,589</u>	<u>\$ 2,449,589</u>

**TOWN OF MELBOURNE BEACH, FLORIDA**  
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**(9) Employees' Retirement Plans:**

**A. Deferred Compensation Plan**

The Town offers employees' participation in an unqualified deferred compensation plan created in accordance with Internal Revenue Code Section 457 to receive employee contributions, which is administered by Nationwide Retirement Solutions, P.O. Box 182797, Columbus, OH, 43218-2797. Annual contributions are limited to the amount allowed by federal tax laws. Employees immediately vest in the elective deferral contributions made to the 457 plan. The Town may also contribute to the plan for participants; these contributions vest at the time such contributions are made to the plan. For the year ended September 30, 2022, employee contributions were \$13,533 and employer contributions were \$11,248 to the 457 plan.

**B. Florida Retirement System**

**Plan Description and Administration**

The Town participates in the Florida Retirement System (FRS), a multiple-employer, cost sharing defined public employee retirement system which covers all of the Town's full-time employees. The System is administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the Town are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. For the fiscal year ended September 30, 2022, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(9) **Employees' Retirement Plans:** (Continued)

**Benefits Provided and Employees Covered**

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

**Financial Statements**

Financial statements and other supplementary information of the FRS are included in the State's Comprehensive Annual Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department's Web site ([www.myfloridacfo.com](http://www.myfloridacfo.com)). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services  
 Division of Retirement, Research and Education Services  
 P.O. Box 9000  
 Tallahassee, FL 32315-9000  
 850-488-5706 or toll free at 877-377-1737

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(9) **Employees' Retirement Plans:** (Continued)

**Contributions**

The Town participates in certain classes of FRS membership. Each class has descriptions and contribution rates in effect during the year ended September 30, 2022, as follows (contribution rates are in agreement with the actuarially determined rates):

FRS Membership Plan & Class	Through June 30, 2022	After June 30, 2022
Regular Class	10.82%	11.91%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll, which are included in the above rates.

For the plan year ended June 30, 2022, actual contributions made for Council employees participating in FRS and HIS were as follows:

Town Contributions – FRS	\$ 32,946
Town Contributions – HIS	7,123
Employee Contributions – FRS	12,873

**Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions**

At September 30, 2022, the Town reported a liability related to FRS and HIS as follows:

Plan	Net Pension Liability
FRS	\$ 287,276
HIS	124,681
Total	\$ 411,957

The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2022 and June 30, 2021, the Town's proportionate share of the FRS and HIS net pension liabilities were as follows:

Plan	2022	2021
FRS	0.000772082%	0.000742826%
HIS	0.001177166%	0.001186821%

For the plan year ended June 30, 2022, pension expense was recognized related to the FRS and HIS plans as follows:

FRS	\$ 8,384
HIS	49,143
Total	\$ 57,527

**TOWN OF MELBOURNE BEACH, FLORIDA**  
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(9) **Employees' Retirement Plans:** (Continued)

*Deferred outflows/inflows related to pensions:*

At September 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 13,644	\$ -	\$ 3,784	\$ (549)
Changes of assumptions	35,379	-	7,147	(19,288)
Net difference between projected and actual investment earnings	18,969	-	181	-
Change in Town's proportionate share	29,600	(376)	10,825	(11,817)
Contributions subsequent to measurement date	8,930	-	2,127	-
	<u>\$ 106,522</u>	<u>\$ (376)</u>	<u>\$ 24,064</u>	<u>\$ (31,654)</u>

The above amounts for deferred outflows of resources for contributions related to pensions resulting from Town contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	FRS	HIS	Total
2023	\$ 25,861	\$ (2,069)	\$ 23,792
2024	14,866	(857)	14,009
2025	1,106	153	1,259
2026	52,071	(2,168)	49,903
2027	3,312	(3,500)	(188)
Thereafter	-	(1,276)	(1,276)
Total	<u>\$ 97,216</u>	<u>\$ (9,717)</u>	<u>\$ 87,499</u>

*Actuarial assumptions:*

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2019 for the period July 1, 2013, through June 30, 2018. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 6.70%. This rate did not change from the prior year rate. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 2.16% was used to determine the total pension for the program. This rate decreased from the prior year rate, which was 2.21%. Mortality assumptions for both plans were based on the PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018 details.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
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(9) **Employees' Retirement Plans:** (Continued)

*Long-term expected rate of return:*

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2021, the FRS Actuarial Assumptions conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Annual Arithmetic Expected Rate of Return</u>
Cash	1.0%	2.6%
Fixed income	19.8%	4.4%
Global equities	54.0%	8.8%
Real estate	10.3%	7.4%
Private equity	11.1%	12.0%
Strategic investments	3.8%	6.2%
Total	<u>100.0%</u>	

*Sensitivity of the net pension liability to changes in the discount rate:*

The following presents the proportionate shares of the FRS and HIS net pension liability of the Town calculated using the current discount rates, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<u>Plan</u>	<u>Current Discount Rate</u>	<u>NPL with 1% Decrease</u>	<u>NPL at Current Discount Rate</u>	<u>NPL with 1% Increase</u>
FRS	6.70%	\$ 496,825	\$ 287,276	\$ 112,069
HIS	3.54%	142,645	124,681	109,816

**C. Municipal Police Officers' Retirement Trust Fund**

The Town maintains a separate single-employer defined benefit pension plan for Police officers.

**Plan Description and Administration**

All full-time police officers are eligible to participate in the Police Officers' Pension Plan (the Plan). This is a single employer, defined benefit pension plan. Benefit provisions and other requirements of the plan are established by Florida Statutes and Town Ordinance 2012-02. It is accounted for as a retirement trust fund and reported on herein as part of the Town's reporting entity. The plan is administered through its own Board of Trustees. Pension plan data is provided from an actuarial report as of October 1, 2022.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
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(9) **Employees' Retirement Plans:** (Continued)

**Benefits Provided and Employees Covered**

The Plan provides retirement, disability and death benefits to plan participants and beneficiaries. No cost of living adjustment is provided to retirees and beneficiaries. The Plan's Board of Trustees has contracted with an actuary to provide an actuarial valuation of each plan as of October 1 of every other year. Current membership in the Plan was composed of the following at October 1, 2022:

Inactive participants	9
Active participants	3
Retired participants	<u>11</u>
Total current membership	<u><u>23</u></u>

Benefits vest after ten years of service. Participants may retire upon attainment of the earlier of, age 55 and completion of ten years of credited service, or age 52 and 20 years of credited service. Retirees are entitled to 3.0% of average monthly earnings times years of credited service. The plan also provides service-incurred disability compensation and early retirement. Early retirement may be taken at age 50 and 10 years of credited service with reduced benefits.

**Financial Statements**

The financial statements of the Plan are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The government's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value. Separate financial statements have not been prepared for the Plan.

**Contributions**

The participant contribution rates for the Plan are established by and may be amended by the Town Commission. Employees covered under the plan are required to make contributions of 5% of their compensation. The Town's annual required contribution for the current year was determined as part of the October 1, 2022 actuarial valuations. The Town is required under the Florida Protection of Public Employee Retirement Benefits Act to contribute a payment which represents annual normal cost plus amortization of the unfunded actuarial accrued liability over various periods as prescribed by law. The Town's contributions (and if applicable, any liquidations of a net pension obligation) to the Plan are funded by the General Fund.

The State of Florida also makes contributions to the Plan in accordance with Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the General Fund before being transferred to the Pension Fund. The Town's actual annual contribution for the plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the Plan for the year ended September 30, 2022, were as follows:

Employee contributions	\$ 31,345
Town contributions	197,000
State contributions	<u>45,792</u>
Total contributions	<u><u>\$ 274,137</u></u>

**Investment Policy**

See Note (4) for additional discussion of the investment policies for the Plan.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
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(9) **Employees' Retirement Plans:** (Continued)

**Net Pension Liability**

At September 30, 2022, the components of the net pension liability for the Plan were as follows:

Total pension liability	\$ 5,330,583
Plan fiduciary net position	<u>(3,912,119)</u>
Net pension liability	<u>\$ 1,418,464</u>
 Plan fiduciary net position as percentage of total pension liability	 73.39%

The total pension liability was determined by an actuarial valuation as of October 1, 2022, with a measurement date of September 30, 2022, using the following actuarial assumptions to all measurement periods.

Inflation	2.50%
Salary increases	Service based
Discount rate	6.70%
Investment rate of return	6.70%

**Mortality rate:**

*Mortality Rate Healthy Active Lives:*

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

*Mortality Rate Healthy Retiree Lives:*

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

*Mortality Rate Beneficiary Lives:*

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

*Mortality Rate Disabled Lives:*

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with mortality Improvements Scale MP-2018. The above described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. The above rates are those outlined in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

The most recent actuarial experience study used to review the other significant assumptions was dated October 12, 2022.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(9) **Employees' Retirement Plans:** (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2022, are summarized in the following table:

<b>Asset Class</b>	<b>Target Allocation</b>	<b>Long-Term Arithmetic Expected Rate of Return</b>
Domestic Equity	55%	7.50%
International Equity	10%	8.50%
Broad Market Fixed Income	30%	2.50%
GTAA	5%	3.50%
Total	100%	

*Discount rate:*

The discount rate used to measure the total pension liability for the pension plan was 6.70%. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(9) **Employees' Retirement Plans:** (Continued)

*Changes in net pension liability:*

Changes in the plan's net pension liability were as follows:

	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (a - b)</b>
Beginning Balance	\$ 4,932,747	\$ 4,693,790	\$ 238,957
Changes for year:			
Service cost	175,753	-	175,753
Interest	343,490	-	343,490
Differences between expected/actual experience	5,375	-	5,375
Change in assumptions	133,989	-	133,989
Contributions – employer	-	197,000	(197,000)
Contributions – state	-	45,792	(45,792)
Contributions – employee	-	31,345	(31,345)
Net investment income	-	(778,626)	778,626
Benefit payments, including refunds	(260,771)	(260,771)	-
Administrative expenses	-	(16,411)	16,411
Net changes	<u>397,836</u>	<u>(781,671)</u>	<u>(1,179,507)</u>
Ending Balance	<u>\$ 5,330,583</u>	<u>\$ 3,912,119</u>	<u>\$ 1,418,464</u>

*Sensitivity of the net pension liability to changes in the discount rate:*

The following presents the net pension liability (asset) of the Town calculated using the discount rate of 6.70%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1% lower (5.70%) or 1% higher (7.70%) than the current rate:

<b>Town's Net Pension Liability (Asset)</b>	<b>1% Decrease 5.70%</b>	<b>Current Discount Rate 6.70%</b>	<b>1% Increase 7.70%</b>
Municipal Police Officers' Retirement Trust Fund	\$ 2,048,861	\$ 1,418,464	\$ 892,234

*Money-weighted rate of return:*

For the year ended September 30, 2022, the annual money-weighted rate of return on Plan investments, net of pension plan investment expense was as follows:

Annual money-weighted rate of return                      -16.71%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions**

For the year ended September 30, 2022, the Town recognized pension expense of \$417,420 in the Plan.



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(9) **Employees' Retirement Plans:** (Continued)

At September 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$ 71,057	\$ (149,015)
Changes of assumptions	217,501	(16,497)
Net difference between projected and actual investment earnings	555,669	-
	<b>\$ 844,227</b>	<b>\$ (165,512)</b>

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

2023	\$	199,153
2024		116,467
2025		142,617
2026		220,478
2027		-
Total	\$	678,715

(10) **Other Post-Employment Benefits (OPEB):**

**Plan Description**—Effective October 1, 2019, the Town implemented GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*, for certain post-employment healthcare benefits provided by the Town. The Town elected to implement the requirements of this statement prospectively. No assets are held in trust for payment of the OPEB liability as the Town had no OPEB liability other than as arising from the implicit rate subsidy, as discussed in the following paragraph.

Retirees and their dependents are permitted to remain covered under the Town's respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report

**Benefits Provided**—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the Town. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the Town is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the "implicit rate subsidy."

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(10) **Other Post-Employment Benefits (OPEB):** (Continued)

**Plan Membership**—At October 1, 2021, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	20
Inactive Employees	-
	20
	20

**Total OPEB Liability**—The Town’s total OPEB liability of \$17,636 was measured as of September 30, 2022, and was determined by an actuarial valuation as of that date utilizing the Alternative Measurement Method for small plans.

**Actuarial Assumptions and Other Inputs**—The total OPEB liability in the September 30, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Salary increases	3.00%
Discount rate	4.77%
Healthcare cost trend rate	8.00%
Age-related morbidity rate	3.50%

The Town does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the S&P Municipal Bond 20 Year High Grade Rate Index as of September 30, 2022.

Mortality rates were based on the sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general employees, with full generational improvements in mortality using Scale MP-2020.

For the fiscal year ended September 30, 2022, changes in the OPEB liability were as follows:

	<b>Total OPEB Liability</b>
Balance at September 30, 2021	\$ 45,311
Changes for a year:	
Service cost	1,732
Interest	2,237
Demographic gain/loss	(1,359)
Changes of assumptions	(29,985)
Benefit payments – implicit rate subsidy	(300)
Net changes	(27,675)
Balance at September 30, 2022	\$ 17,636

*Sensitivity of the total OPEB liability to changes in the discount rate:*

The following presents the total OPEB liability of the Town calculated using the discount rate of 4.77%, as well as what the Town’s total OPEB liability would be if it were calculated using a discount rate that is 1% lower (3.77%) or 1% higher (5.77%) than the current rate:

	<b>1% Decrease</b>	<b>Current Discount Rate</b>	<b>1% Increase</b>
Total OPEB Liability	\$ 19,686	\$ 17,636	\$ 15,848

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(10) **Other Post-Employment Benefits (OPEB):** (Continued)

*Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:*

The following presents the total OPEB liability of the Town as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower or 1% higher than the current healthcare cost trend rates (8.00% graded down to 5.00%):

	<u>1% Decrease</u>	<u>Current Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 15,252	\$ 17,636	\$ 20,531

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources**

For the year ended September 30, 2022, the Town recognized OPEB expense of \$74,311. At September 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Demographic gain/loss	\$ 1,359	\$ 4,536
Changes of assumptions	6,966	29,785
Total	\$ 8,325	\$ 34,321

Deferred outflows for contributions subsequent to the measurement date will be recognized in fiscal year 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year ended September 30:</u>	<u>Amortization</u>
2023	\$ 2,507
2024	2,507
2025	2,507
2026	2,507
2027	2,507
Thereafter	13,461

(11) **Risk Management:**

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. There were no significant reductions in coverage from the prior year.

The Town is engaged in routine litigation incidental to the conduct of its municipal affairs. In the opinion of the Town's legal counsel, no legal proceedings are pending which would have a material adverse effect on the financial position or results of operations of the Town.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

(12) **Commitments and Contingencies:**

The Town is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2022. The outcomes of established claims are included in these financial statements. In the opinion of the Town's legal counsel, no legal proceedings are pending or threatened against the Town which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

(13) **Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board ("GASB") has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the Authority's financial statements:

- (a) GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, in May 2020. provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The provisions of GASB 96 are effective for periods beginning after June 15, 2022.
  
- (b) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends various provisions regarding the calculation methodology and required disclosures related to the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY**  
**AND RELATED RATIOS**  
**LAST 10 FISCAL YEARS**  
**(UNAUDITED)**

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total OPEB Liability				
Service cost	\$ 1,732	\$ 5,108	\$ 5,385	\$ 3,621
Interest	2,237	1,110	750	1,020
Demographic gain/loss	(1,359)	-	(4,241)	-
Changes of assumptions	(29,985)	(1,463)	9,070	183
Benefit payments - implicit rate subsidy	(300)	(46)	(18)	(56)
Net change in total OPEB liability	<u>(27,675)</u>	<u>4,709</u>	<u>10,946</u>	<u>4,768</u>
Total OPEB liability - beginning of year	<u>45,311</u>	<u>40,602</u>	<u>29,656</u>	<u>24,888</u>
Total OPEB liability - end of year	<u>\$ 17,636</u>	<u>\$ 45,311</u>	<u>\$ 40,602</u>	<u>\$ 29,656</u>

**Notes to Schedule**

Valuation date: 10/1/2021 10/1/2019 10/1/2019 10/1/2018

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

4.77% 2.43% 2.14% 3.58%

Note 1: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS**  
**MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND**  
**SEPTEMBER 30, 2022**

For the year ended September 30,	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<b>Total Pension Liability:</b>									
Service cost	\$ 175,753	\$ 145,752	\$ 146,094	\$ 139,118	\$ 142,520	\$ 92,471	\$ 90,773	\$ 95,129	\$ 92,542
Interest	343,490	340,372	334,765	333,851	305,755	287,077	274,273	266,454	257,604
Differences between expected and actual experience	5,375	(143,105)	57,872	(189,455)	228,539	73,071	(80,473)	(3,954)	-
Changes of assumptions	133,969	175,817	(32,993)	-	69,128	188,677	138,126	-	-
Benefit payments, including refunds of employee contributions	<u>(260,771)</u>	<u>(270,233)</u>	<u>(278,077)</u>	<u>(278,532)</u>	<u>(297,428)</u>	<u>(268,593)</u>	<u>(260,105)</u>	<u>(250,963)</u>	<u>(233,262)</u>
Net change in total pension liability	397,816	248,603	227,661	4,982	448,514	372,703	162,594	106,666	116,884
Total pension liability - beginning of year	4,932,747	4,684,144	4,456,483	4,451,501	4,002,987	3,630,284	3,467,690	3,361,024	3,244,140
Total pension liability - ending of year (a)	<u>\$ 5,330,563</u>	<u>\$ 4,932,747</u>	<u>\$ 4,684,144</u>	<u>\$ 4,456,483</u>	<u>\$ 4,451,501</u>	<u>\$ 4,002,987</u>	<u>\$ 3,630,284</u>	<u>\$ 3,467,690</u>	<u>\$ 3,361,024</u>
<b>Total Fiduciary Net Position:</b>									
Contributions - employer	\$ 197,000	\$ 252,549	\$ 295,935	\$ 262,309	\$ 196,123	\$ 223,500	\$ 186,596	\$ 222,353	\$ 200,907
Contributions - state	45,792	42,470	42,206	40,536	78,809	36,787	32,271	-	32,044
Contributions - employee	31,345	28,185	29,060	28,033	28,500	28,084	23,298	22,464	21,403
Net investment income	(778,626)	891,384	235,105	86,314	265,306	329,348	221,491	(22,583)	255,971
Benefit payments, including refunds of employee contributions	(260,771)	(270,233)	(278,077)	(278,532)	(297,428)	(268,593)	(260,105)	(250,963)	(233,262)
Administrative expense	(16,411)	(18,688)	(15,989)	(16,914)	(24,645)	(14,945)	(16,803)	(23,280)	(8,111)
Net change in plan fiduciary net position	(781,671)	925,667	308,240	121,746	246,665	334,181	186,748	(52,009)	268,952
Plan fiduciary net position - beginning of year	4,693,790	3,768,123	3,459,883	3,338,137	3,091,472	2,757,291	2,570,543	2,622,552	2,353,600
Plan fiduciary net position - end of year (b)	<u>\$ 3,912,119</u>	<u>\$ 4,693,790</u>	<u>\$ 3,768,123</u>	<u>\$ 3,459,883</u>	<u>\$ 3,338,137</u>	<u>\$ 3,091,472</u>	<u>\$ 2,757,291</u>	<u>\$ 2,570,543</u>	<u>\$ 2,622,552</u>
Net pension liability - end of year (a) - (b)	<u>\$ 1,418,444</u>	<u>\$ 238,957</u>	<u>\$ 916,021</u>	<u>\$ 996,600</u>	<u>\$ 1,113,364</u>	<u>\$ 911,515</u>	<u>\$ 872,993</u>	<u>\$ 897,147</u>	<u>\$ 738,472</u>
Plan fiduciary net position as a percentage of the total pension liability	73.39%	95.16%	80.44%	77.64%	74.99%	77.23%	75.95%	74.13%	78.03%
Covered payroll	\$ 626,899	\$ 563,692	\$ 581,196	\$ 560,662	\$ 569,999	\$ 561,681	\$ 465,956	\$ 467,561	\$ 428,060
Net pension liability as a percentage of covered payroll	226.26%	42.39%	157.61%	177.75%	195.33%	162.28%	187.36%	191.88%	172.52%

\* 10 years of data will be presented as it becomes available

**TOWN OF MELBOURNE BEACH, FLORIDA  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CONTRIBUTIONS  
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND  
SEPTEMBER 30, 2022**

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 266,244	\$ 276,434	\$ 333,839	\$ 296,534	\$ 274,568	\$ 259,272	\$ 218,394	\$ 222,353	\$232,950
Contributions in relation to the actuarially determined contributions	242,792	295,019	338,141	302,845	274,932	260,287	218,867	222,353	232,950
Contribution deficiency (excess)	\$ 23,452	\$ (18,585)	\$ (4,302)	\$ (6,311)	\$ (364)	\$ (1,015)	\$ (473)	\$ -	\$ -
Covered payroll	\$ 626,899	\$ 563,692	\$ 581,196	\$ 560,662	\$ 569,999	\$ 561,681	\$ 465,956	\$ 467,561	\$428,060
Contributions as a percentage of covered payroll	38.73%	52.34%	58.18%	54.02%	48.23%	46.34%	46.97%	47.56%	54.42%

**Notes to Schedule:**

Valuation Date: 10/1/2020

**Methods and assumptions used to determine contribution rates:**

## Mortality:

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Inactive Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

## Interest Rate:

6.70% (prior year 6.90%) per year compounded annually, net of investment related expenses. This assumption is supported by the target asset allocation of the trust and the expected long-term return by asset class.

## Retirement Age:

100% assumed retirement at the earlier of: 1) age 55 and 10 years of credited service, or 2) age 52 and 20 years of credited service, regardless of age. This assumption is supported by the October 9, 2017 experience study.

## Early Retirement:

Members are not assumed to take early retirement, based on results of the experience study dated October 9, 2017.

## Disability Rates:

It is assumed that 75% of disablements are service-related. This assumption is based on results of the experience study dated October 9, 2017.

## Termination Rates:

18.0% per year for the first three years of Credited Service, and 6.5% per year for the fourth and fifth years of Credited Service; no turnover is expected after the fifth year. This assumption is based on results of the October 9, 2017 experience study.

## Salary Increases:

8.5% per year for less than two years of Credited Service, followed by 4.5% per year for two or more years of Credited Service. In addition, the projected salary at retirement is increased 15% to account for lump sum payments. This assumption is based on results of the October 9, 2017 experience study.

## Payroll Growth:

None for amortization of the Unfunded Actuarial Accrued Liability. This is in compliance with Part VII of Chapter 112, Florida Statutes.

## Cost of Living:

N/A

## Amortization Method:

New UAAL amortization bases are amortized over the following amortization periods:

Experience: 10 Years.

Assumption/Method Changes: 20 Years.

Benefit Changes: 30 Years.

## Funding Method:

Entry Age Normal Actuarial Cost Method.

## Asset Valuation Method:

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric four-year average Market Value return (net of fees). It is possible that over time this technique will produce an insignificant bias above or below Market Value of Assets.

## Termination and Disability Rate Tables:

Age	% Becoming Disabled During the Year		% Terminating During the Year
		Service	
20	0.21%	0-3	18.00%
25	0.23%	4-5	6.50%
30	0.27%	6+	0.00%
35	0.35%		
40	0.45%		
45	0.77%		
50	1.50%		
55	2.33%		
60 +	3.14%		

\*10 years of data will be presented as it becomes available.

**TOWN OF MELBOURNE BEACH, FLORIDA  
 REQUIRED SUPPLEMENTARY INFORMATION  
 SCHEDULES OF INVESTMENT RETURNS  
 MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND  
 SEPTEMBER 30, 2022**

<u>For the Year Ended September 30,</u>	<u>Annual Money-Weighted Rate of Return</u>
2022	-16.71%
2021	23.65%
2020	6.78%
2019	2.59%
2018	8.59%
2017	11.96%
2016	8.64%
2015	-0.87%
2014	10.99%

\*10 years of data will be presented as it becomes available.



**TOWN OF MELBOURNE BEACH, FLORIDA**  
**SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY**  
**LAST 10 FISCAL YEARS**  
**(UNAUDITED)**

	As of the Plan Year Ended June 30,							
	2022	2021	2020	2019	2018	2017	2016	2015
<b>Florida Retirement System (FRS)</b>								
Proportion of the net pension liability	0.000772082%	0.000742826%	0.000682987%	0.000652773%	0.000593693%	0.000525938%	0.000564726%	0.000570663%
Proportionate share of the net pension liability	\$ 287,276	\$ 56,112	\$ 296,017	\$ 224,806	\$ 178,823	\$ 155,569	\$ 142,594	\$ 73,709
Covered payroll	429,087	420,250	454,238	419,289	359,702	358,623	352,113	362,777
Proportionate share of the net pension liability as a percentage of covered payroll	66.95%	13.35%	65.17%	53.62%	49.71%	43.38%	40.50%	20.32%
Plan fiduciary net position as a percentage of the total pension liability	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%
<b>Health Insurance Subsidy Program (HIS)</b>								
Proportion of the net pension liability	0.001177166%	0.001186821%	0.001308514%	0.001253435%	0.001101056%	0.001122682%	0.001179170%	0.001038277%
Proportionate share of the net pension liability	\$ 124,681	\$ 145,581	\$ 159,767	\$ 140,247	\$ 116,537	\$ 120,042	\$ 137,427	\$ 105,888
Covered payroll	429,087	420,250	454,238	419,289	359,702	358,623	352,113	362,777
Proportionate share of the net pension liability as a percentage of covered payroll	29.06%	34.64%	35.17%	33.45%	32.40%	33.47%	39.03%	29.19%
Plan fiduciary net position as a percentage of the total pension liability	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**SCHEDULE OF CONTRIBUTIONS**  
**LAST 10 FISCAL YEARS**  
**(UNAUDITED)**

	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>For the Fiscal Year Ended September 30,</b>			<b>2016</b>	<b>2015</b>
				<b>2019</b>	<b>2018</b>	<b>2017</b>		
<b>Florida Retirement System (FRS)</b>								
Contractually required contribution	\$ 33,443	\$ 29,941	\$ 22,693	\$ 20,241	\$ 16,920	\$ 13,691	\$ 13,772	\$ 13,913
Contributions in relation to the contractually required contribution	33,443	29,941	22,693	20,241	16,920	13,691	13,772	13,913
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 446,961	\$ 429,437	\$ 454,238	\$ 419,289	\$ 358,623	\$ 358,623	\$ 352,113	\$ 362,777
Contributions as a percentage of covered payroll	7.48%	6.97%	5.00%	4.83%	4.72%	3.82%	3.91%	3.84%
<b>Health Insurance Subsidy Program (HIS)</b>								
Contractually required contribution	\$ 7,420	\$ 7,129	\$ 7,540	\$ 6,960	\$ 5,971	\$ 5,942	\$ 6,044	\$ 3,969
Contributions in relation to the contractually required contribution	7,420	7,129	7,540	6,960	5,971	5,942	6,044	3,969
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 446,961	\$ 429,437	\$ 454,238	\$ 419,289	\$ 358,623	\$ 358,623	\$ 352,113	\$ 362,777
Contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.72%	1.09%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, information is presented for only those years for which information is available.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2022**

	Environmental Advisory	Christmas Donations	Police Education	Building Education	Stormwater Utility	Ocean State Park	Beautification	Old Town Hall	Police Donations	Total Nonmajor Governmental Funds
<b>ASSETS</b>										
Equity in pooled cash and cash equivalents	\$ 5,374	\$ 1,293	\$ 11,712	\$ 2,606	\$ 1,186	\$ 68,333	\$ 46,686	\$ 22,852	\$ 9,205	\$ 169,247
Due from other governments	-	-	-	-	695	-	-	-	-	695
Total assets	<u>\$ 5,374</u>	<u>\$ 1,293</u>	<u>\$ 11,712</u>	<u>\$ 2,606</u>	<u>\$ 1,881</u>	<u>\$ 68,333</u>	<u>\$ 46,686</u>	<u>\$ 22,852</u>	<u>\$ 9,205</u>	<u>\$ 169,942</u>
<b>LIABILITIES</b>										
Accounts payable	\$ 470	-	-	-	\$ 1,933	\$ 1,747	\$ 1,021	-	-	\$ 5,171
Due to other funds	-	-	-	-	36,304	-	-	-	-	36,304
Total liabilities	<u>470</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,237</u>	<u>1,747</u>	<u>1,021</u>	<u>-</u>	<u>-</u>	<u>41,475</u>
<b>FUND BALANCES</b>										
Restricted for:										
Ocean State Park	-	-	-	-	-	66,586	-	-	-	66,586
Beautification	-	-	-	-	-	-	45,665	-	-	45,665
Environmental Advisory	4,904	-	-	-	-	-	-	-	-	4,904
Christmas Donations	-	1,293	-	-	-	-	-	-	-	1,293
Law enforcement education	-	-	11,712	-	-	-	-	-	9,205	20,917
Building department education	-	-	-	2,606	-	-	-	-	-	2,606
Old Town Hall	-	-	-	-	-	-	-	22,852	-	22,852
Unassigned	-	-	-	-	(36,356)	-	-	-	-	(36,356)
Total fund balances	<u>4,904</u>	<u>1,293</u>	<u>11,712</u>	<u>2,606</u>	<u>(36,356)</u>	<u>66,586</u>	<u>45,665</u>	<u>22,852</u>	<u>9,205</u>	<u>128,467</u>
<b>Total liabilities and fund balances</b>	<u>\$ 5,374</u>	<u>\$ 1,293</u>	<u>\$ 11,712</u>	<u>\$ 2,606</u>	<u>\$ 1,881</u>	<u>\$ 68,333</u>	<u>\$ 46,686</u>	<u>\$ 22,852</u>	<u>\$ 9,205</u>	<u>\$ 169,942</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MELBOURNE BEACH, FLORIDA**  
**COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Environmental Advisory	Christmas Donations	Police Education	Building Education	Stormwater Utility	Ocean State Park	Beautification	Old Town Hall	Police Donations	Total Nonmajor Governmental Funds
<b>Revenues</b>										
Licenses and permits	\$ -	\$ -	\$ -	\$ 470	\$ 6,594	\$ -	\$ -	\$ -	\$ -	\$ 7,064
Intergovernmental	568	-	-	-	-	-	-	-	-	568
Charges for services	-	-	-	-	54,978	120,173	-	270	-	175,421
Fines and forfeitures	-	-	762	-	-	-	-	-	-	762
Miscellaneous	5,000	205	-	-	-	-	-	733	3,535	9,473
Total revenues	<u>5,568</u>	<u>205</u>	<u>762</u>	<u>470</u>	<u>61,572</u>	<u>120,173</u>	<u>-</u>	<u>1,003</u>	<u>3,535</u>	<u>193,288</u>
<b>Expenditures</b>										
Current:										
Public safety	-	-	-	-	-	-	-	-	3,637	3,637
Parks and recreation	664	-	-	-	-	56,863	-	242	-	57,769
Physical environment	-	-	-	-	58,914	-	32,835	-	-	91,749
Capital outlay	-	-	-	-	-	8,739	-	-	-	8,739
Total expenditures	<u>664</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,914</u>	<u>65,602</u>	<u>32,835</u>	<u>242</u>	<u>3,637</u>	<u>161,894</u>
<b>Net change in fund balances</b>	<u>4,904</u>	<u>1,293</u>	<u>762</u>	<u>470</u>	<u>2,658</u>	<u>54,571</u>	<u>45,665</u>	<u>761</u>	<u>(102)</u>	<u>110,982</u>
<b>Fund balances, beginning of year</b>	-	-	10,950	2,136	(39,014)	12,015	-	22,091	9,307	17,485
<b>Fund balances, end of year</b>	<u>\$ 4,904</u>	<u>\$ 1,293</u>	<u>\$ 11,712</u>	<u>\$ 2,606</u>	<u>\$ (36,356)</u>	<u>\$ 66,586</u>	<u>\$ 45,665</u>	<u>\$ 22,852</u>	<u>\$ 9,205</u>	<u>\$ 128,467</u>

The accompanying notes to financial statements are an integral part of this statement.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Town Commission, and Town Manager,  
Town of Melbourne Beach, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Melbourne Beach, Florida, (the Town) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated May 12, 2023.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control that we consider to be significant deficiencies, as described in the following paragraphs.

**2022-001 – Reconciliation of Account Balances and Accruals**

Various audit adjustments were required to correct account balances due to cutoff issues related to receivables, unearned revenue, fund balance, and revenue. The Town's controls should include periodic reconciliations of significant account balances, including full accrual-based reconciliations at fiscal-year end to ensure all amounts have been appropriately recorded and budgeted for. We recommend the Town increase its review of such transactions, including a

review for proper cutoff at the fiscal year-end, to help ensure completeness and accuracy of all financial reporting.

### ***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Town's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Management's Response to Findings**

The Town's responses to the findings identified in our audit are described starting on page 61. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

James Moore & Co., P.L.

Daytona Beach, Florida  
May 12, 2023



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED  
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA  
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor, Town Commission, and Town Manager,  
Town of Melbourne Beach, Florida:

**Report on the Financial Statements**

We have audited the financial statements of the Town of Melbourne Beach, Florida, as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated May 12, 2023.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 12, 2023, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Prior year comment 2021-001 remains uncorrected from the second preceding audit report. The following is a summary of all findings and recommendations reported in our preceding annual financial audit report:

**2021-001 Reconciliation of Account Balances and Accruals** – Corrective action not taken. See repeat comment 2022-001.

**2021-002 Timeliness of Bank Reconciliations** – Corrective action taken.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

## **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Town, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendations:

### **2022-002 – Budgetary Compliance**

During our audit, we noted the expenditures in the stormwater fund in total exceeded the budgeted amounts as approved by the Town Commission, resulting in the Town not being within legal budgetary compliance. We also noted the final budget amendment was approved on December 12, 2022, resulting in the Town not being within legal budgetary compliance as such amendment was more than 60 days after year-end, as permitted by state statute. To avoid such instances in the future, we recommend the Town actively monitor budget-to-actual comparisons of expenditures throughout the year and ensure that any necessary budget amendments are brought to the Town Commission on a timely basis.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

### **Management's Response to Findings**

The Town's responses to the findings identified in our audit are described starting on page 61. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State granting agencies, the Town Commission, management, and others within the Town and is not intended to be and should not be used by anyone other than these specified parties.

*James Moore & Co., P.L.*

Daytona Beach, Florida  
May 12, 2023





## INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor, Town Commission, and Town Manager,  
Town of Melbourne Beach, Florida

We have examined the Town of Melbourne Beach, Florida's (the Town) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2022. The Town's management is responsible for the compliance with the Statute. Our responsibility is to obtain reasonable assurance by evaluating statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain reasonable assurance by evaluating the Town's compliance with the Statute and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our measurement or evaluation of the Town's compliance. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks that the Town was not in compliance with the Statute in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the Town, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the Town of Melbourne Beach, Florida complied, in all material respects, with the Statute for the year ended September 30, 2022.

*James Moore & Co., P.L.*

Daytona Beach, Florida  
May 12, 2023



## Town of Melbourne Beach

Brevard County's Oldest Beach Community \* Established 1883

May 12, 2023

### MANAGEMENT'S RESPONSE TO FINDINGS

**2022-001 Reconciliation of Account Balances:** The Town purchased new accounting software in April of 2022. The transition over to the new software from the previous software, with different processes between the two software programs, resulted in various audit adjustments. The Town will increase its review system to monitor the timely recording of accruals, reversals, journal postings, and adjustments. The Town will review for proper cutoff at the fiscal year-end to help ensure completeness and accuracy of all financial reporting.

**2022-002 Budgetary Compliance:** The Town will actively monitor budget-to-actual comparisons of expenditures throughout the year and ensure that any necessary budget amendments are brought to the Town Commission on a timely basis.

Jennifer Kerr  
Finance Manager

## **Town Commission Agenda Item**

**Section:** Boards and Committees

**Meeting Date:** May 17, 2023

**Subject:** Presentation by the History Center Board

**Submitted By:** Town Clerk Amber Brown

**Background Information:**

Yearly presentation by the History Center Board.

**Attachments:**

**Recommendations:**

## **Town Commission Agenda Item**

**Section:** Boards and Committees

**Meeting Date:** May 17, 2023

**Subject:** Presentation by the Historical Preservation and Awareness Board

**Submitted By:** Town Clerk Amber Brown

**Background Information:**

Yearly presentation by the Historical Preservation and Awareness Board

**Attachments:**

**Recommendations:**

# Town of Melbourne Beach

**REGULAR TOWN COMMISSION MEETING**  
**April 19, 2023 at 6:00 p.m.**  
**COMMUNITY CENTER – 509 OCEAN AVENUE**

## **MINUTES**

### **Commission Members:**

Mayor Wyatt Hoover  
Vice Mayor Joyce Barton  
Commissioner Sherri Quarrie  
Commissioner Corey Runte  
Commissioner Marivi Walker

### **Staff Members:**

Town Manager Elizabeth Mascaro  
Town Attorney Cliff Repperger  
Finance Manager Jennifer Kerr  
Building Official Robert Bitgood  
Fire Chief Gavin Brown  
Police Chief Melanie Griswold  
Public Works Director Tom Davis  
Town Clerk Amber Brown

## 1. Call to Order

Mayor Wyatt Hoover called the meeting to order at 6:00 p.m.

## 2. Roll Call

Town Clerk Amber Brown conducted a roll call

### Commission Members Present

Mayor Wyatt Hoover  
 Vice Mayor Joyce Barton  
 Commissioner Sherri Quarrie  
 Commissioner Corey Runte  
 Commissioner Marivi Walker

### Staff Members Present

Town Manager Elizabeth Mascaro  
 Town Attorney Clifford Repperger  
 Building Official Robert Bitgood  
 Public Works Director Tom Davis  
 Town Clerk Amber Brown

### Commission Members Absent

## 3. Pledge of Allegiance and Moment of Silence

Mayor Wyatt Hoover led the Pledge of Allegiance

## 4. Proclamations and Awards

Mayor Wyatt Hoover presented a proclamation commemorating the 100<sup>th</sup> Anniversary of the Incorporation of the Town of Melbourne Beach, Florida.

## 5. Presentations by Special Guests

## 6. Boards and Committees

## 7. Public Comments

***Jane Waters***  
***312 Sixth Ave***

*Jane Waters spoke about how Tom and the Public Works Department have done an amazing job. Suggests the Town get signs for the parks for no dogs and include the ordinance and fine amount. Then the law needs to be enforced. That goes for the beach as well.*

Public Works Director Tom Davis spoke about putting up signs at the entrances of the park.

**Frank Thomas**  
**606 Atlantic St**

*Frank Thomas spoke about liking the proclamation on the incorporation of the Town, the history of Founders Day and how it started in 1983, the presentation on Ponce De Leon by Bruce Morgan on Founders Day, and the history of tin can tourists.*

**Allison & William Stephens**  
**1508 Pine St**

*Allison Stephens spoke about concerns with the new smoke shop in town. William Stephens spoke about not being able to believe there is a smoke shop on Ocean Ave. Are there any regulations the Town looks at before a business starts or is it voted on? What happens if a second smoke shop opens in Melbourne Beach? Allison Stephens asked what goes into Town Planning. Don't you look at what the Town is missing or needs, or what the residents want? They own the lot next to Robburritos and were looking at outdoor seating with food trucks, but it has been difficult. William Stephens spoke about going into the smoke shop and it not having an age limit to go into the shop. He brought in an item that he purchased at the shop. This is what Ocean Avenue is now.*

Town Manager Elizabeth Mascaro spoke about the business was vetted by the Town Planner, and that business is a retail business which is allowed in that zone. However, the business cannot have any marijuana derivatives.

Mayor Wyatt Hoover spoke about medical marijuana being prohibited by Town Code, but smoke shops were not included. The Code is being reviewed to help family-friendly businesses, but changes to the Code are a long process.

Town Attorney Clifford Repperger spoke about retail being allowed in that zone.

Commissioner Corey Runte spoke about the Town did not evolve with the times and update the Code enough so a smoke shop was not included as a prohibited use.

**Robin Davis**  
**318 Sixth Ave**

*Robin Davis spoke about being the steward for the Free Little Library in Ryckman Park. It has been open for about three weeks and it has gone through 425 books that have been donated. It is important and she is very thankful for the opportunity. On May 13<sup>th</sup> at 9:30 am there will be a ribbon-cutting ceremony. It has taken a lot of teamwork to get it up and running, but it has been a great thing for the community.*

**Kate Wilborn**  
**502 Second**

*Kate Wilborn asked about the flooding and stormwater at Second and Pine. The primary safety should be public safety. The original construction was faulty and should have been fixed back then. Communication is key and every household has an email that the Town could notify residents when things come up. Government moves as fast as they want to go.*

**Judy Baker**  
**419 First Ave**

*Judy Baker asked about the situation between Waste Pro and Waste Management.*

Mayor Wyatt Hoover spoke about being in the middle of the contract with Waste Pro, so there is no discussion on their contract. Waste Pro is required by their contract to notify the Town of any fee adjustments which is what is on the agenda. Next year is when the contract is up, so that is when it will be up for discussion.

**Frank Lagrassa**  
**410 First Ave**

*Frank Lagrassa spoke about liking Waste Pro and agrees with what Kate Wilborn said. He has seen special interest politics destroy communities.*

## **8. Approval of the Agenda**

**Vice Mayor Joyce Barton made a motion to approve the agenda as presented and adding the walk-on item of a special event permit under new business; Commissioner Marivi Walker seconded; Motion carried 5-0.**

## **9. Consent Agenda**

- A. Approval of the Town Commission Workshop meeting minutes March 1, 2023
- B. Approval of the Regular Town Commission meeting minutes March 15, 2023
- C. Approval of the Town Commission Workshop meeting minutes April 5, 2023
- D. Notice of fee adjustment from Waste Pro in accordance with the contract
- E. Notice of proposed increases from the City of Melbourne for water and wastewater in accordance with the contract

**Vice Mayor Joyce Barton moved to approve the Consent Agenda as presented; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

Commissioner Corey Runte spoke about the misinformation that has come out about item D notice from Waste Pro. This item is only a notice from Waste Pro advising the Town that they have increased their fees.

Mayor Wyatt Hoover spoke about the notice from Waste Pro provides details as to why their fees have increased.

Town Attorney Clifford Repperger spoke about the City of Melbourne rate adjustment that was passed by the City Council on the first reading on April 11<sup>th</sup>. The second reading will be on April 25<sup>th</sup>.

## **10. Public Hearing**

## **11. Old Business**



A. Consideration of the proposal for an electric car charging station

Town Manager Elizabeth Mascaro spoke about the new quote is only slightly different than the previous one.

Commissioner Corey Runte spoke about this not being a good investment for right now since the Town is working on the S.E.A. project.

Vice Mayor Joyce Barton spoke about agreeing with Commissioner Runte to put this off for right now and that a mid-level charger would not provide enough of a charge unless you had hours to wait.

Commissioner Sherri Quarrie spoke about this being for the public from the Town. This does not have to do with individuals getting a personal charger.

Failed for a lack of a motion

B. Consideration of directing the Town Manager, Town Planner, Town Attorney, and Building Official to review and propose changes to the Town Code of Ordinances related to food trucks and restaurants

Town Manager Elizabeth Mascaro spoke about the prevalence of food trucks has increased. Under our code, food trucks are considered restaurants which are only approved by exception only. She would like to get with the Town Planner, Town Attorney, and Building Official to review regulations and propose any changes. Florida Building Code does not include food trucks as a restaurant. She proposed taking food trucks out of restaurants.

Mayor Wyatt Hoover spoke about a lot of Codes that have not been reviewed or revised in a long time. This is one of them. In 2021 the State of Florida pre-empted municipalities from being able to license and permit food trucks, so our Code is now in conflict with State Law.

Commissioner Sherri Quarrie spoke about going by an out-of-business gas station that has food trucks that have been there for two years. If a food truck does not move it is not mobile. She is concerned about putting our local businesses out of business. Would like to include looking at their signs.

Town Attorney Clifford Repperger spoke about the Town cannot prohibit food trucks, but they can regulate them in many ways. This agenda item would allow him and Town Staff to start looking into this. This would be looking at every facet related to food trucks. One example is North Miami which defines them as an accessory structure.

Vice Mayor Joyce Barton spoke about how she sees food trucks as something that is there for a few hours or for a special event only, or allow them for a few hours on the weekend. They should not be permanent.

Commissioner Sherri Quarrie asked about the alcohol aspect.

Commissioner Marivi Walker spoke about open containers being allowed in Melbourne Beach.

Commissioner Corey Runte spoke about his concerns being duration and proper disposal of grease and waste. People love food trucks so we may need to be open-minded. It's great that we are being proactive. Why does the Town require a special exception for restaurants?

Mayor Wyatt Hoover spoke about bringing a few examples from other municipalities. Then the Commission can review and provide feedback.

Commissioner Sherri Quarrie spoke about the residents that live behind what used to be Robburritos not wanting the restaurant odors.

***Jim Simmons***  
***409 Avenue B***

*Jim Simmons suggested this be an action item and put it on a workshop agenda. Seriously think about the requirement for food trucks by special exception only because that allows the Town to regulate it. The Town is a residential Town, and the residents have a right to not have a late-night restaurant with music and lights open late in a retail area when restaurants are not allowed in Town except by exception only.*

***Frank Lagrassa***  
***412 First Ave***

*Frank Lagrassa spoke about agreeing with Jim. He asked for clarification on what the Town Attorney Clifford Repperger said about the States preemption. If the Town does nothing how many food trucks could be on Ocean Ave.*

Town Attorney Clifford Repperger spoke about under the current code, food trucks are considered restaurants, which are only allowed by special exception. The State preemption does not allow the Town to prohibit food trucks.

Commissioner Corey Runte spoke about not noticing a food truck problem.

Commissioner Sherri Quarrie spoke about disagreeing because right now food trucks are only allowed by special exception. If that goes away the Town would be open for all food trucks. Put this on a workshop agenda to get resident feedback.

Town Attorney Clifford Repperger spoke about open containers are not allowed within Town Parks, or within twenty feet of the dune.

**Vice Mayor Joyce Barton made a motion to direct the Town Manager, Town Planner, Town Attorney, and Building Official to review changes to the definitions in the Town Code of Ordinances related to food trucks and restaurants and suggest possible regulations around the operation of food trucks; Commissioner Marivi Walker seconded; Motion carried 5-0.**

## 12. New Business

### A. Consideration of the proposal to repair the pier

Public Works Director Tom Davis spoke about damage to the pier from the fall storms. At this point, the pier has been completely renovated. The structure is weakened, so this is a quote from the company that has done significant work on the pier. He asked to do sole source because of the company's familiarity with our pier, and it is very difficult to get dock work done, the company proposed a three-week turnaround time. We are approaching hurricane season.

Town Manager Elizabeth Mascaro spoke about it being in the water there are a lot of requirements to do the work and this company has provided a letter addressing the issues to assure us they can meet all of the criteria so FEMA can accept the work.

Commissioner Corey Runte spoke about this being a fair quote and qualifies for a single source.

**Commissioner Corey Runte moved to waive the requirement for three bids due to the reasons previously mentioned in the discussion; Commissioner Marivi Walker seconded; Motion carried 5-0.**

**Vice Mayor Joyce Barton moved to proceed with the pier repairs as proposed by Land and Sea as a sole source provider for the amount of \$7,150.00 which includes materials and labor; Commissioner Marivi Walker seconded; Motion carried 5-0.**

### B. Consideration of the proposed contract for a conceptual site plan for the boat ramp

Town Manager Elizabeth spoke about this is what was discussed in the workshop and the importance of getting a site plan to go out for grants.

***Kate Wilborn***  
***502 Second***

*Kate Wilborn spoke about this being government acting quickly. Is the boat ramp going to be larger? She loves the idea of making it beautiful and a showpiece, but if you make it bigger more people will come.*

Mayor Wyatt Hoover spoke about appreciating the concerns. This is not making it bigger or like a county boat ramp, but to make it safer and friendlier to launch kayaks and paddleboards, more gulf cart parking, and fewer trailers.

Commissioner Corey Runte spoke about spending \$850.00 to get the plans done to start applying for grants to get a better-looking ramp.

***Kristi Larson***  
***1507 Pine St***

*Kristi Larson spoke about taking away the parking will just have more people park along Sixth Ave. How are you going to keep them off Sixth Ave? Are they allowed to park their truck and trailers along the street? If you go on the weekend there are large boats launching. It has become a major thoroughfare for boats.*

Mayor Wyatt Hoover spoke about this being the start of the discussion and they will be looking into parking.

Commissioner Corey Runte spoke about this being the first step to getting conceptual plans.

**Vice Mayor Joyce Barton moved to review and consider the proposed contract for the conceptual site plan for the boat ramp from Bowman Consulting in the amount of \$850.00; Commissioner Marivi Walker seconded; Motion carried 5-0.**

C. Consideration of the proposed Town Commission meeting agenda outline

Vice Mayor Joyce Barton spoke about bringing this as an agenda item. This would allow staff and Boards to provide their report and then leave. She has done a lot of research on other municipalities and most of them follow a similar layout.

Commissioner Sherri Quarrie asked why the public comment is items 8 and 15.

Vice Mayor Joyce Barton spoke about item 8 is for public comment not on the agenda. Many municipalities save public comment for last instead of having public comment on every agenda item, and item 15 would give the public one last opportunity to say something after hearing everything.

Town Attorney Clifford Repperger spoke about Chapter 286 has a provision that when you are making decisions the public will have a reasonable opportunity to be heard. The way the Commission currently conducts its business in passing motions and allowing public comment on those motions is a good process.

Commissioner Corey Runte spoke about the intent was to be more efficient by rearranging things.

Mayor Wyatt Hoover spoke about proposed items 1 and 2 combine the current numbers 1, 2, and 3. He recommended keeping the current numbers 1, 2, and 3.

Vice Mayor Joyce Barton spoke about changing the name of the action items to long-range planning updates or something similar because the Commission is not taking action on them. Other municipalities call their agenda items action items because you are taking action on them.

Town Attorney Clifford Repperger read Florida State Statute 286.0114(2.) He spoke about not having to provide public comment after every item, but historically that is what the Commission has done.

Commissioner Sherri Quarrie spoke about having department and board reports earlier allows those individuals to leave sooner. This would not take away anyone's right to comment on anything on the agenda.

Vice Mayor Joyce Barton spoke about not taking away the right for public comment, but it would take away public comment after every single item.

Commissioner Marivi Walker spoke about keeping the current numbers 1, 2, and 3, allow public comment after each item to get an immediate public response, and rearranging it to allow staff to leave earlier, not sure about the last public comment unless that was to just add an additional opportunity for public comment.

Commissioner Corey Runte spoke about having the same comments.

Mayor Wyatt Hoover spoke about comments on individual items have helped the Commission. The incidences that have caused issues are rare and the good that comes from public comment outweighs the bad.

Vice Mayor Joyce Barton spoke about having additional public comment at the end.

***Jim Simmons***  
***409 Avenue B***

*Jim Simmons spoke about the original intent of the action items was to assign tasks to staff. It's not just long-term planning. The action items were a tracking system so things were not forgotten. He sympathizes with the public comment issues, but it is important. It is very difficult, but during the 3 minutes allow the person to talk then after the 3 minutes, the Commission can comment.*

Mayor Wyatt Hoover spoke about renaming action items to assignment updates, leave new business as new business, prefers unfinished business to old business, and leave the original items 1, 2, and 3.

Town Manager Elizabeth Mascaro spoke about calling action items task list.

Several Commissioners agreed with calling action items task list.

Commissioner Corey Runte summarized the discussion. Rearrange things for efficiency and save staff time, increase public comment by adding a section at the end for any additional public comment, and rename a couple of things.

***Jan Futch Guilbeau***  
***806 Oak St***

*Jan Futch Guilbeau asked for clarification on when the public can comment on specific items on the agenda.*

Mayor Wyatt Hoover spoke about public comment related to items up for a vote will stay the same. The public will continue to be able to comment on every item that has a vote.

**Steve Walters**  
**416 Sixth Ave**

*Steve Walters spoke about not caring about what other municipalities do, it sounds like Vice Mayor Barton does not want to hear what people have to say about how the Commission is spending taxpayer's money, and that is wrong. There is already a clock. Why does this need to be changed it has worked perfectly for years. We cannot say what we want to say at the beginning of the meeting. He is opposed to repressing the people's right to speak when they are here. This is a small town and people want to comment on things that are important to them. Not a single person is in favor of the Sixth Ave boat ramp project.*

Commissioner Corey Runte spoke about the proposed changes would increase the public's ability to comment.

Commissioner Sherri Quarrie spoke about some residents come with one thing on their mind and some residents stay and find out other information that is important to them. Having department and staff reports before public comment would allow everyone to hear updates from the staff that are important to people.

Mayor Wyatt Hoover spoke about the 3-minute time limit is in place so not all of the meetings last until midnight. It is at the discretion of the Mayor on how to run the meeting as he/she sees fit. When a resident presents productive, useful, insightful comments or questions it is at the Mayor's discretion to engage that individual or allow the Commissioners to engage that individual which would naturally extend the time that the person will be up there. If an individual comes to present simple complaints or not useful comments then it is also at the Mayor's discretion to limit that time to 3 minutes.

**Brenda Wallinger**  
**204 Shannon**

*Brenda Wallinger asked how she could get the agenda packet. She has questions about Code Enforcement, so what is a good resource for that?*

Mayor Wyatt Hoover spoke about the agenda packets being on the website, and that public comment on agenda items must be related to that specific item. General public comment was at the beginning of the meeting. All of the Commissioner's email addresses are on the website and they do respond to emails.

Building Official Robert Bitgood spoke about the code enforcement position being vacant, so the building department is overseeing it. Any questions or comments can be brought to Town Hall, emailed in, or submit them on the website.

Vice Mayor Joyce Barton spoke about her research into other municipalities was to do just that and be thorough. The proposed agenda layout was primarily taken from the Town's current resolution.

Town Attorney Clifford Repperger spoke about after the Commission has made a decision then a resolution will be made and presented.

Mayor Wyatt Hoover proposed a motion to accept the proposed agenda with the following changes: replace proposed items 1 and 2 with existing items 1, 2, and 3, push the remaining items down 1 number, and modify proposed item 14 to task list, which would become item 15.

**Vice Mayor Joyce Barton made a motion to accept the proposed motion; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

D. Consideration of a special event permit application

Mayor Wyatt Hoover spoke about the details of the special event permit.

**Commissioner Corey Runte moved to approve the special event permit as presented; Commissioner Sherri Quarrie seconded; Motion carried 5-0.**

### **13. Staff Reports**

A. Town Attorney Report

No additions

B. Town Manager Report

Town Manager Elizabeth Mascaro spoke about wrapping everything up for Founders Day, hosting the Brevard County Managers luncheon, and doing a lot of training with the new Town staff.

C. Departmental Reports

1. Building Department

Building Official Robert Bitgood spoke about the building department is very busy.

Commissioner Sherri Quarrie asked about the details of the process that is being changed by the State.

Building Official Robert Bitgood spoke about a House Bill that changes the amount of time you have to review a permit. It will put a lot of pressure on the building department.

2. Code Enforcement

No additions

3. Public Works Department

Public Works Director Tom Davis spoke about the upgrades in Ryckman Park.

Vice Mayor Joyce Barton spoke about the old Post Office looks great.

#### 4. Police Department

Commissioner Sherri Quarrie asked if the beach patrol, which starts March 1, could start sooner. Can they go into the County's jurisdiction by Spessard Holland? Maybe open up a discussion with the County about that.

Town Manager Elizabeth Mascaro spoke about Chief Griswold attending a Breakers Homeowners Association meeting.

Commissioner Marivi Walker spoke about receiving very positive feedback from residents of the Breakers about that Homeowners Association meeting.

#### 5. Fire Department

Town Manager Elizabeth Mascaro spoke about Chief Brown still being involved with getting Lifeguards full-time at Ocean Park. She received the statistics from Chief Brown: From North Spessard Holland to Ocean Park there have been 22 rescues, 5 at Spessard Holland, and 17 at Ocean Park. A rescue means the swimmer was assisted back to shore with the physical help of a lifeguard. There have been 300 preventative actions, which means the lifeguard whistled or swam out and back with the person without assisting them. Zone 5, which is Paradise and the Boardwalk there, has had 4 rescues and 250 preventative actions.

Vice Mayor Joyce Barton asked for the statistics to be emailed to them.

#### 6. Finance Department

Town Manager Elizabeth Mascaro spoke about being in the sixth month of the fiscal year, so the target is 50% and we are at 47.5%.

**Vice Mayor Joyce Barton made a motion to accept the finance report as presented; Commissioner Marivi Walker seconded; Motion carried 5-0.**

#### 7. Town Clerk

No additions

#### D. Town Commissioners

Commissioner Sherri Quarrie thanked the Police and Fire Department for helping her son-in-law. He is doing much better.

Vice Mayor Joyce Barton spoke about being the voting delegate for the Space Coast League of Cities, and Commissioner Corey Runte being the alternate. She was appointed to a committee to create a handout for the League, which is now done. If anyone would like a copy, she can make copies of hers because it is not online right now. Melbourne Beach and Indialantic are the hosts for the May Space Coast League of Cities dinner.



#### 14. Action Items

##### Closed

- **Order of Agenda – Closed**
- **Town Newsletter** – Town Clerk Amber Brown spoke about the newsletter being completed and will be going out in the next few days. It will be two pages of 11 by 17 paper. - **Closed**
- **Car Charging Stations** – Add this to the S.E.A Project - **Closed**

##### Updated

- **Lifeguard Coverage** – Next month
- **Parking Stickers** – Town Manager Elizabeth Mascaro spoke about notifying everyone that comes in that it will be switching to a yearly sticker, the new sticker will be smaller and have a solid color with the year. Bring a draft of the sticker - June

#### 15. Adjournment

**Commissioner Corey Runte moved to adjourn; Commissioner Marivi Walker seconded; Motion carried 5-0.**

Meeting adjourned at 8:50 p.m.

ATTEST:

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**Wyatt Hoover, Mayor**

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**Amber Brown, Town Clerk**



**TOWN OF MELBOURNE BEACH  
DEVELOPMENT APPLICATION**

**I. SUBMITTAL REQUIREMENTS:**

1. Fees per current schedule.
2. Deed to property.
3. Pre-Application meeting is mandatory. Contact the Building Official or Building Clerk to submit information required and to schedule a pre-application meeting.
4. Application deadlines are determined annually by the Boards and will be provided at the pre-application meeting.
5. All applicants must complete pages 1-3 and the section(s) as applicable to the request (refer to section II. below). All materials listed in the applicable sections must be provided, and fees paid.

**II. REQUEST:**

- |                                                                                    |                                                                            |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Land Use Plan Amendment                                   | <input type="checkbox"/> Rezoning                                          |
| <input type="checkbox"/> Special Exception                                         | <input type="checkbox"/> Coastal Construction Variance                     |
| <input type="checkbox"/> Variance                                                  | <input type="checkbox"/> Appeal (Application must be filed within 30 days) |
| <input checked="" type="checkbox"/> Site Plan Review Single Family (1RS, 2RS, 3RS) | <input type="checkbox"/> Site Plan Review Multifamily (4RM, 5RMO)          |
| <input type="checkbox"/> Site Plan Review Commercial (6B, 7C, 8B, 9I)              | <input type="checkbox"/> Amendment to the Land Development Code            |
|                                                                                    | <input type="checkbox"/> Other (specify) _____                             |

**III. PROPERTY INFORMATION:**

General Location: \_\_\_\_\_

Address: 415 Sixth Ave, Melbourne Beach, FL 32951

Parcel Number(s): 28-38-07-FY-32-3

Area (in acreage): .31 Area (in square feet): 13,503.60

Current Zoning: 0010 - Vacant Residential Land Proposed Zoning: \_\_\_\_\_

Current Future Land Use: \_\_\_\_\_ Proposed Future Land Use: \_\_\_\_\_

Brief Description of Application: We demoed the home that was on the lot and we are rebuilding a new home

Date of Mandatory Pre-Application Meeting (attach meeting minutes if applicable): ASAP



**IV. APPLICANT INFORMATION:**

Property Owner

Name: BGL Investments LLC

Phone: 321-508-2152

Address: 2087 Samo Rd

Fax: \_\_\_\_\_

Melbourne, FL 32935

Email: jason@stanleyhomesinc.com

Applicant (if other than property owner)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**V. OWNER AUTHORIZATION:\***

The undersigned hereby affirms the following:

1. That I/we are the fee simple title owner/contract purchaser (circle one) of the property described in this application.
2. That I/we have read and understands the entire application and concurs with the request.
3. That I/we have appointed the Applicant to represent the application, and empowers the Applicant to accept any and all conditions of approval imposed by the Town of Melbourne Beach.

Signature: *Denise Stanley*

Date: 3/6/2023

Print Name: Denise Stanley

Title: Vice President

\*Must sign in front of notary.

State of Florida  
County of Brevard.

The foregoing application is acknowledged before me this 6<sup>th</sup> day of March, 2023 by Denise Stanley Florida Dr. Lic. who is/are personally known to me, or who has/have produced as identification.

*Kim R. Kotsifas*  
Signature of Notary Public, State of Florida

NOT



**VI. APPLICANT CERTIFICATION:\***

I/we affirm and certify that I/we understand and will comply with the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the application and support documents are fully complete and comply with the requirements of the land development regulations of the Town of Melbourne Beach, Florida. I/we further certify that the statements and/or diagrams made on any paper or plans submitted here with are true to the best of my/our knowledge and belief that this application, attachments and application filing fees become part of the official public record of the Town of Melbourne Beach, Florida and are not returnable or refundable.

Under penalties of perjury, I/we declare that I/we have read the foregoing application and that to the best of my/our knowledge and belief the facts stated in the application are true.

Signature: *Denise Stanley* Date: 3/6/2023

Print Name: Denise Stanley Title: Vice President

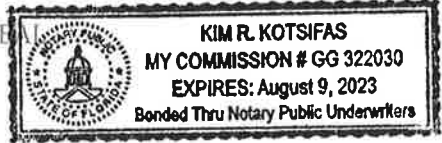
\*Must sign in front of notary.

State of Florida  
County of Brevard.

The foregoing application is acknowledged before me this 6 day of March, 2023, by Denise Stanley, Florida Drivers license who is/are personally known to me, or who has/have produced a Florida Drivers license as identification.

*Kim R. Kotsifas*  
Signature of Notary Public, State of Florida

NOTARY SEAL



**VII. PROJECT DESCRIPTION:**

Describe Application: We demoed the home that was on the lot and we are rebuilding a new home

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide attachment if more space is needed.

Describe Existing Conditions: Vacant Land

\_\_\_\_\_  
\_\_\_\_\_

Provide attachment if more space is needed.

### Site Plan for Single Family Development

A site plan must be reviewed and evaluated by the Town Engineer, Building Official and or Zoning Official and Planning and Zoning Board and approved by the Town Commission. The applicant shall provide the following in support of their application for site plan approval of a single family home:

1. Narrative description of proposed improvements and demolitions.
2. Two (2) Sealed Surveys of the existing conditions prepared by a professional surveyor. All elevations should be NGVD/DAVD or Comparable for FEMA reference. (Include Lot Dimensions, Square footage & Coverage Percentage)
  - a. All existing structures (including but not limited to outbuildings, sheds, pools, etc), major features, trees and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines.
3. Two (2) Professionally prepared plans in compliance with Ordinance 2019-06 showing the following:
  - a. Name, location, owner, and designer of the proposed development and the intended use
  - b. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties
  - c. Date, north arrow, and graphic scale (not less than one inch equals 20 feet)
  - d. Location of all property lines, existing streets adjacent to the subject property, easements, as well as proposed driveways and general lot layout
  - e. All existing and/or proposed structures, major features, and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines
  - f. Site data providing all information needed to confirm compliance with zoning regulations including "required" and "provided" information:
    - i. Proposed principal use and/or any proposed accessory uses
    - ii. Lot size and dimensions
    - iii. Lot coverage to include square footage of primary structure, pool, decks, driveways, accessory buildings, walkways, patios, paver areas, concrete (must demonstrate all impervious areas).
    - iv. Proposed living area square footage (e.g., square footage under air), and square footage of any other spaces including garage, covered entries, covered porches, screen rooms, etc.
    - v. Number of enclosed parking spaces
    - vi. Setbacks from all property lines
    - vii. Number of stories
    - viii. Floor plan – a fully dimensioned floor plan shall be provided depicting all existing and/or proposed spaces corresponding to the square footages on the site data breakdown above.
    - ix. Architectural elevations of each building façade professionally prepared plan drawn to scale and depicting the height dimension of the proposed structure, construction, or expansion or redevelopment thereof.
    - x. Landscaping & irrigation plan
4. Drainage Site Plan showing flow paths and retention areas to meet certification requirements. (3A-80 & 7A-51.1)

**Ten (10) 11X17 Complete sets of plans (all information as outlined in item 3 above) including a copy of the survey both existing and proposed and the Drainage Site Plan.**

### Site Plan for duplex, multi-family, and/or commercial

A site plan must be reviewed and evaluated by the Town Engineer, Building Official and or Zoning Official and Planning and Zoning Board and approved by the Town Commission. The applicant shall provide the following in support of their application for site plan approval of a single family home:

1. Narrative description of proposed improvements and demolitions.
2. Survey of the existing conditions prepared by a professional surveyor. All elevations should be NGVD/NAVD or Comparable for FEMA reference. (Include Lot Dimensions, Square footage & Coverage)
  - a. All existing structures (including but not limited to outbuildings, sheds, pools, etc), major features, trees and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines.
3. Two (2) Professionally prepared plans in compliance with Ordinance 2019-06 showing the following:
  - a. Name, location, owner, and designer of the proposed development and the intended use
  - b. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties
  - c. Date, north arrow, and graphic scale (not less than one inch equals 20 feet)
  - d. Location of all property lines, existing streets adjacent to the subject property, easements, as well as proposed driveways and general lot layout
  - e. All existing and/or proposed structures, major features, and fences shall be fully dimensioned, including the height of all structures and the distance between principal and accessory structures on site and the distance between structures and driveways, and property or lot lines
  - f. Site data providing all information needed to confirm compliance with zoning regulations including "required" and "provided" information:
    - i. Proposed principal use and/or any proposed accessory uses
    - ii. Lot size and dimensions
    - iii. Lot coverage to include square footage of primary structure, pool, decks, driveways, accessory buildings, walkways, patios, paver areas, concrete (must demonstrate all impervious areas).
    - iv. Proposed living area square footage (e.g., square footage under air), and square footage of any other spaces including garage, covered entries, covered porches, screen rooms, etc.
    - v. Number of enclosed parking spaces
    - vi. Setbacks from all property lines
    - vii. Number of stories
    - viii. Height of structure
    - ix. Floor plan – a fully dimensioned floor plan shall be provided depicting all existing and/or proposed spaces corresponding to the square footages on the site data breakdown above.
    - x. Architectural elevations of each building façade professionally prepared plan drawn to scale and depicting the height dimension of the proposed structure, construction, or expansion or redevelopment thereof.
    - xi. Landscaping and irrigation plan
4. Drainage Site Plan showing flow paths and retention areas to meet certification requirements. (3A-80 & 7A-51.1)
5. Ten (10) 11X17 Complete sets of plans (all information as outlined in item 3 above) including a copy of the survey both existing and proposed and the Drainage Site Plan.



## TOWN OF MELBOURNE BEACH

### Administrative Procedure

#### *Development Application Processing*

#### 1. PURPOSE

The purpose of this administrative procedure is to ensure that the development application processing is predictable for applicants; that regulations are uniformly and equitably enforced; and that all applications are complete and comply with applicable sections of the land development regulations prior to processing for public hearing.

#### 2. APPLICABILITY

This administrative procedure shall apply to all applications which require submission of a site plan for review by Town Staff, Planning & Zoning Board, Board of Adjustment, and/or Town Commission, including but not necessarily limited to the following:

- Applications for site plan approval of single-family homes as per Section 7A-51/7A-51.1
- Applications for site plan approval for multi-family, commercial, institutional and all other site plans as per Section 7A-51/7A-51.1
- Applications for plat approval (Land Use and Rezoning)
- Applications for Special Exception
- Applications for Variance or Coastal Variance
- Applications for Appeal (Mandatory Pre-Application Meeting does not apply)

#### 3. MANDATORY PRE-APPLICATION MEETING

Prior to formally submitting any application to the Town staff, the applicant is required to schedule a pre-application meeting. The purpose of the pre-application meeting is for the applicant to review conceptual or preliminary project information with Building Department Staff and receive information about the process to present to the appropriate Board.

Submit one (1) original plan and schedule with staff a pre-application meeting.

#### 4. FORMAL APPLICATION

After the Pre-Application meeting, the applicant may make a formal application; the process shall include the following steps:

1. Submittal – the applicant shall provide the application along with the required information, plans and copies.
2. Review for sufficiency – the Building Official or designee will review for sufficiency to ensure that all of the required information and documents are provided. If this review finds that the application does not address all required items, an email or letter will be prepared detailing those missing items and sent to the applicant via email or letter within ten (10) working days.
3. Submit revisions –The Building Official or designee will review the revisions within five (5) working days of submittal, and once it is confirmed by staff that the plans and submittal documents are sufficient for review, a notice by email or letter will be sent to the applicant.

4. Preparation of staff report – the Building Official or designee will prepare a report to the Planning & Zoning Board or Board of Adjustment describing the project and compliance with applicable Town Codes.
5. Public Hearing – as appropriate to the application type, the submittal documents and staff report will be transmitted to the Planning & Zoning Board, Board of Adjustment and/or Town Commission for public hearing. As provided in the Town Code, the appropriate reviewing body will approve, approve with conditions, or deny the application after consideration of the staff report, testimony of the applicant and of the general public.
6. Building permits – only after approval by the appropriate reviewing body will the Applicant be allowed to submit for a building permit.

#### **5. SITE PLAN AMENDMENTS**

Any changes to the approved site plan which increase square footage, traffic or parking demand or patterns, propose to change or reduce screening or buffering to lower intensity uses, or other similar changes which affect development intensity/density or impacts on adjacent uses shall require resubmittal and review.





# TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

## Site Plan Review

### Applicable Codes

Town of Melbourne Beach Land Development Code

Current Florida Building Code

**Date: 3-14-23**

**Owner: Denise Stanley**

**Owner Address: 2087 Sarno Rd. Melbourne Fl. 32935**

**Site Address: 415 Sixth Ave. Melbourne Bch. Fl. 32951**

**Parcel ID: 28-38-07-FY-32-3**

**Zoning: 3RS                  Zoning District 3RS**

**Project: New Residential Home**

**Reference: Town of Melbourne Beach Code of Ordinances: 7A-33.**

**Request: Approval by the Planning and Zoning Board and the Town Commission for**

**Staff Review:**

**1).The project is: Residential New Home**

**2). The Building Lot Zoning District requirements of min. lot area, width and depth.**

**Lot area is 13,500' sq. ft. (min. 10,000 sq. ft.)**

**Lot width is 90' (min. 90 ft.)**

**Lot depth is 150' (min. 100 ft.)**

**3). Lot coverage has a maximum of 30% for principle structure.**

**Lot coverage per plan is: 26.7%**

**Footprint of Primary Structure is 3,603 sq. ft. with the new Home.**

**Max allowed for Primary Structure is 3,950 sq. ft. for Lot Area of 13,500 sq. ft.**

**Minimum pervious area per lot is 30%. Pervious area is 41.9 %**

**4). Structure maximum height for zoning district is 28 ft.**

**The proposed height provided is                  from FFE.**

**Flood Zone: 27'1"\_\_\_\_\_**

**5). Zoning District Setback requirements**

<b>Proposed Primary Structure Rear Setback</b>	<b>29'1"</b>	<b>(min. 25 ft.)</b>
<b>Proposed Primary Structure Front Setback is</b>	<b>25'</b>	<b>(min. 25 ft.)</b>
<b>Proposed Primary Structure West Side Setback</b>	<b>15'</b>	<b>(min. 15 ft.)</b>
<b>Proposed Primary Structure East Side Setback</b>	<b>15'</b>	<b>(min. 15 ft.)</b>

**6). Sediment and erosion control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach's Code of Ordinances, Chapter 27 Stormwater and the current Florida Building Code.**

**7). On-site stormwater retention control measures shall be met and approved by the Building Official in accordance with the Town of Melbourne Beach's Code of Ordinances, Chapter 27 Stormwater and the current Florida Building Code.**

**8). Town Engineer will submit a review of the drainage plan per Ordinance 2019-06. The Town Engineer will require a final inspection before a Certificate of Occupancy will be issued. This applies to new home construction and construction values greater than 50% of the existing structure. Minimum landscaping standards will be met.**

**Based on the above review, I find the proposed site plan for the referenced property is in compliance with The Town of Melbourne Beach Code of Ordinances.**

**Robert Bitgood  
Building Official**

**320 Avenue A**

<b>IMPERVIOUS</b>		<b>PERVIOUS</b>	
Primary Structure	3,603	Shed space	
Pool	1,440	Open areas	
Decks		Other	
Driveway			
Accessory Bldg			
Concrete areas	412	<b>TOTAL PERVIOUS</b>	<b>42</b>
Paver areas, Driveway	2,385		
Other			
<b>TOTAL IMPERVIOUS</b>	<b>58.10%</b>	<b>Lot Total Sq Footage</b>	<b>13,500</b>
		<b>TOTAL % PERVIOUS</b>	<b>42%</b>

# STORMWATER REPORT

FOR

**415 SIXTH AVENUE RESIDENCE**

MELBOURNE BEACH, FLORIDA

PREPARED BY:



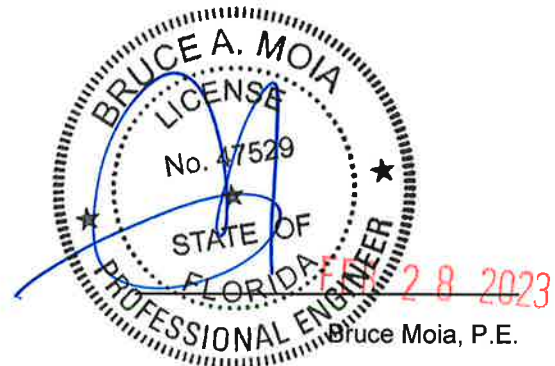
CIVIL ■ STRUCTURAL ■ SURVEYING ■ ENVIRONMENTAL

1250 W. Eau Gallie Blvd., Unit L  
Melbourne, Florida 32935  
321.253.1510 ■ Fax: 321.253.0911  
[www.mbveng.com](http://www.mbveng.com)

CA#3728

CERTIFICATE OF AUTHORIZATION NUMBER: 3728

ENGINEERS PROJECT #: 21-1121



Bruce Moia, P.E.

FL PE #47529

## TABLE OF CONTENTS

1. VICINITY MAP
2. LOCATION MAP
3. INTRODUCTION
4. EXISTING CONDITIONS
5. POST DEVELOPMENT CONDITIONS
6. REQUIRED TREATMENT VOLUME

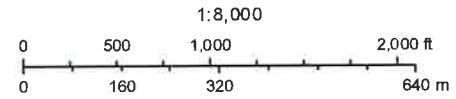
## APPENDICES

- A. DATA & CALCULATIONS
- B. SOILS REPORT



**1.0**

**VICINITY MAP**



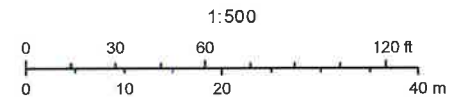
All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created December 12, 2022 (map data dates may vary)

**2.0**

**LOCATION MAP**





All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created December 12, 2022 (map data dates may vary)

### **3.0 Introduction**

The goal of this report is to detail requirements of the stormwater treatment system for the proposed improvements. The proposed Stanley Residence improvements include a new single family house located at 415 Sixth Avenue in the Town of Melbourne Beach, Florida.

### **4.0 Existing Conditions**

The majority of the site has existed as an undeveloped lot of open grass void of trees. In reviewing the existing drainage patterns of the property, the property currently drains toward 6<sup>th</sup> Avenue for collection.

### **5.0 Proposed Conditions**

The proposed site improvements involve the construction of a single family house and one large drainage treatment area to provide for treatment volume required on the lot. Stormwater runoff created by the new impervious surface for this project will be collected on-site via overland flow and directed through the city swale to treat the stormwater runoff. The swale is proposed to continue to discharge to 6<sup>th</sup> avenue for collection as in the predevelopment condition. An additional component to the treatment volume provided is the permeability available within the existing soil area under the stormwater swale above the seasonal high water table. This volume is calculated based on the area of the swales, the depth to the season high water table and the porosity as estimated for the site. See soils report prepared by KSM dated December 29, 2022 for soils and water table information.

### **6.0 Required Treatment Volume Calculations**

A complete summary report has been provided in the attachments to include volume calculations for each swale provided to ensure the Town of Melbourne Beach requirements are met for the required treatment volume. Also included in those calculations is the value for soil permeability onsite. The following considerations were included in the evaluation.

- 8" of runoff from a 10yr/24 hour storm event has been provided over the lot area through a combination of surface and soil permeability.
- Welaka Sand has been determined to be the soils mapped according to the Soil Survey Map of Brevard County.
- A Season High Water Table of 24" below ground surface has been utilized to determine the minimum elevation of the pond bottom, which is to be a minimum of 12" above the SHWT elevation. An average of 18" is provided.

## **APPENDIX A**

### **DATA & CALCULATIONS**

**STORMWATER CALCULATIONS****Post-Development Drainage Basin Data: Type A Soils**

<b>Cover Type</b>	<b>Area (acres)</b>	<b>Coefficient</b>
Impervious	0.18	0.9
Pervious	0.13	0.2
Total/Weighted	0.31	0.6

**Overall Lot Area = (150' x 90') = 13,500 cu. ft.**

**Required Treatment Volume = 8 Inches over Lot Area = 9,000 cu. ft.**

**Stage / Storage Volume of Retention Swale:**

<b>Elevation (Feet)</b>	<b>Area (Sq. Ft)</b>	<b>Volume (Cu. Ft.)</b>	<b>Cumm. Volume (Cu. Ft.)</b>
6.50	2,960	627	1,028
6.25	2,256	401	401
6.00	1,152	0	0

# MODRET

## HYDROGRAPH DATA INPUT - RATIONAL HYDROGRAPH METHOD

**Project Name : 6th Ave**

Contributing Basin Area

0.31 ac.

Runoff Coefficient C

0.60

Time of Concentration

10.00 min.

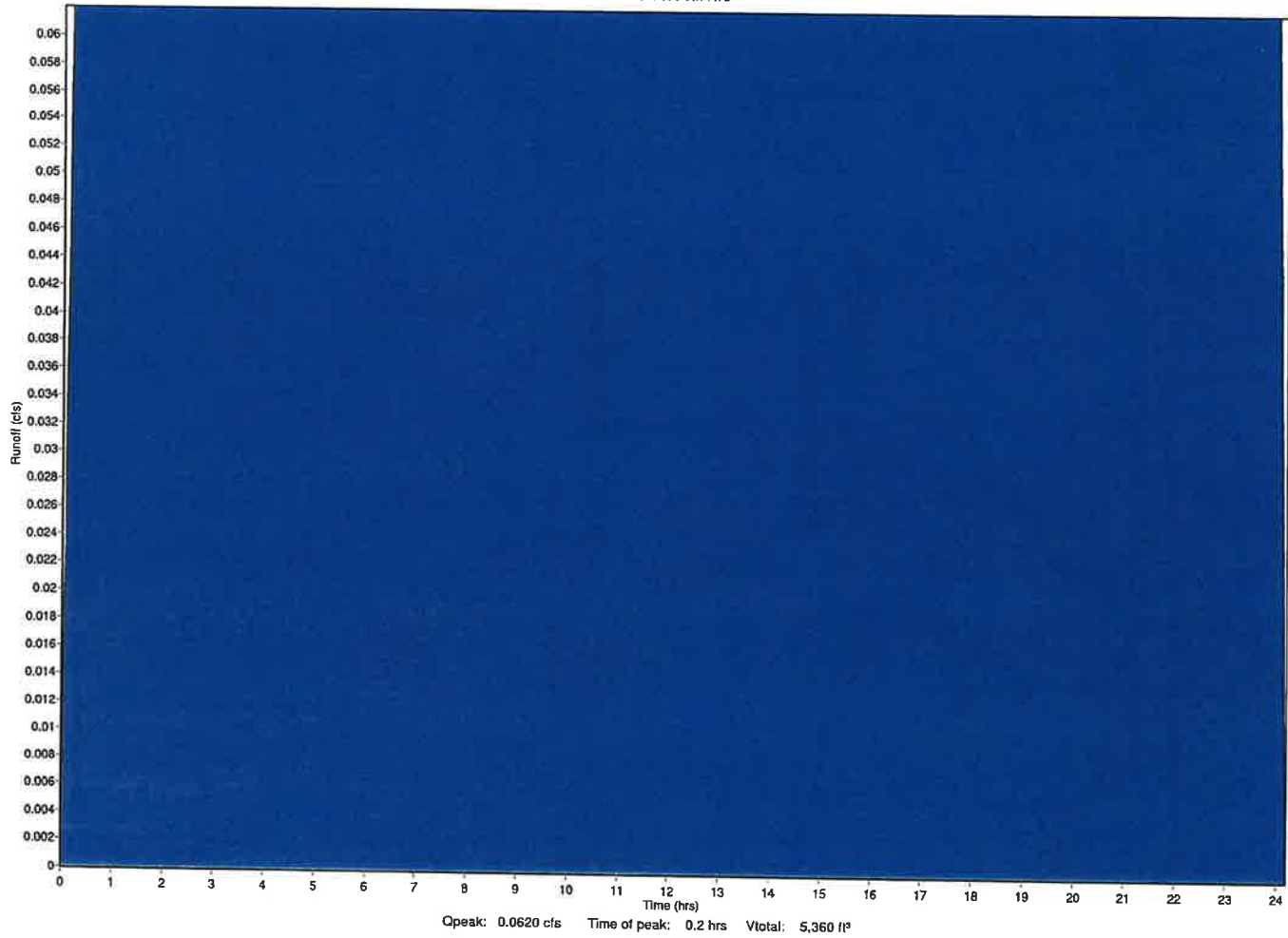
Rainfall Depth

8.00 in.

Storm Duration

24.00 hrs

HYDROGRAPH : 6th Ave



# MODRET

## SUMMARY OF UNSATURATED & SATURATED INPUT PARAMETERS

**PROJECT NAME : 6th Ave**  
**POLLUTION VOLUME RUNOFF DATA USED**  
**UNSATURATED ANALYSIS INCLUDED**

Pond Bottom Area	1,152.00 ft <sup>2</sup>
Pond Volume between Bottom & DHWL	1,028.00 ft <sup>3</sup>
Pond Length to Width Ratio (L/W)	10.00
Elevation of Effective Aquifer Base	-9.00 ft
Elevation of Seasonal High Groundwater Table	4.50 ft
Elevation of Starting Water Level	6.00 ft
Elevation of Pond Bottom	6.00 ft
Design High Water Level Elevation	6.50 ft
Avg. Effective Storage Coefficient of Soil for Unsaturated Analysis	0.08
Unsaturated Vertical Hydraulic Conductivity	30.60 ft/d
Factor of Safety	2.00
Saturated Horizontal Hydraulic Conductivity	33.30 ft/d
Avg. Effective Storage Coefficient of Soil for Saturated Analysis	0.30
Avg. Effective Storage Coefficient of Pond/Exfiltration Trench	1.00

### Hydraulic Control Features:

	Top	Bottom	Left	Right
<b>Groundwater Control Features - Y/N</b>	N	N	N	N
Distance to Edge of Pond	0.00	0.00	0.00	0.00
Elevation of Water Level	0.00	0.00	0.00	0.00
<b>Impervious Barrier - Y/N</b>	N	N	N	N
Elevation of Barrier Bottom	0.00	0.00	0.00	0.00

# MODRET

## TIME - RUNOFF INPUT DATA

PROJECT NAME: 6TH AVE

STRESS PERIOD NUMBER	INCREMENT OF TIME (hrs)	VOLUME OF RUNOFF (ft <sup>3</sup> )
Unsat	0.19	138.24
1	1.00	5,221.76
2	0.58	0.00
3	0.58	0.00
4	0.58	0.00
5	0.58	0.00
6	0.58	0.00
7	0.58	0.00
8	0.58	0.00
9	0.58	0.00
10	0.58	0.00
11	0.58	0.00
12	0.58	0.00
13	0.58	0.00
14	0.58	0.00
15	0.58	0.00
16	0.58	0.00
17	0.58	0.00
18	0.58	0.00
19	0.58	0.00
20	0.58	0.00
21	0.58	0.00
22	0.58	0.00
23	0.58	0.00
24	0.58	0.00
25	0.58	0.00
26	0.58	0.00
27	0.58	0.00
28	0.58	0.00



# MODRET

## SUMMARY OF RESULTS

PROJECT NAME : 6th Ave

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft <sup>3</sup> )
00.00 - 0.00	4.500	0.000 *		
			0.00000	
0.00	4.500	0.36408		
			0.36408	
1.19	7.850	0.36408		0.00
			0.36408	
1.77	7.477	0.36408		0.00
			0.36408	
2.36	7.104	0.28145		0.00
			0.19882	
2.94	6.900	0.16398		0.00
			0.12913	
3.53	6.768	0.11926		0.00
			0.10939	
4.11	6.656	0.10210		0.00
			0.09480	
4.70	6.559	0.08916		0.00
			0.08353	
5.28	6.473	0.07902		0.00
			0.07452	
5.87	6.397	0.07083		0.00
			0.06715	
6.45	6.328	0.06407		0.00
			0.06100	
7.04	6.266	0.05839		0.00
			0.05579	
7.62	6.208	0.05356		0.00
			0.05133	
8.21	6.156	0.04940		0.00

# MODRET

## SUMMARY OF RESULTS

PROJECT NAME : 6th Ave

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft <sup>3</sup> )
			0.04747	
8.79	6.107	0.04578		0.00
			0.04409	
9.38	6.062	0.04261		0.00
			0.04113	
9.96	6.020	0.03981		0.00
			0.03849	
10.26	6.000	0.03732		0.00
			0.03614	
11.13	5.944	0.03509		0.00
			0.03403	
11.72	5.909	0.03308		0.00
			0.03213	
12.30	5.876	0.03126		0.00
			0.03040	
12.89	5.845	0.02961		0.00
			0.02883	
13.47	5.815	0.02811		0.00
			0.02739	
14.06	5.787	0.02672		0.00
			0.02606	
14.64	5.760	0.02545		0.00
			0.02484	
15.23	5.735	0.02428		0.00
			0.02371	
15.81	5.711	0.02319		0.00
			0.02267	
16.40	5.687	0.02218		0.00

# MODRET

## SUMMARY OF RESULTS

PROJECT NAME : 6th Ave

CUMULATIVE TIME (hrs)	WATER ELEVATION (feet)	INSTANTANEOUS INFILTRATION RATE (cfs)	AVERAGE INFILTRATION RATE (cfs)	CUMULATIVE OVERFLOW (ft <sup>3</sup> )
			0.02170	
16.98	5.665	0.02125		0.00
			0.02079	
17.57	5.644	0.02037		0.00
			0.01995	
18.15	5.624	0.01955		0.00
			0.01916	
18.74	5.604	0.01879		0.00
			0.01842	
19.32	5.585	0.01807		0.00
			0.01772	
19.91	5.567	0.01740		0.00
			0.01707	
20.49	5.549	0.01676		0.00
			0.01645	
21.08	5.533	0.01616		0.00
			0.01587	
21.66	5.516	0.01560		0.00
			0.01532	
22.25	5.501	0.01507		0.00
			0.01481	
22.83	5.485	0.01456		0.00
			0.01432	
23.42	5.471	0.01408		0.00
			0.01385	
24.00	5.457			0.00

Maximum Water Elevation: 7.850 feet @ 1.19 hours

Recovery @ 10.259 hours

\* Time increment when there is no runoff

Maximum Infiltration Rate: 15.300 ft/day

## **APPENDIX B**

### **SOILS REPORT**

Headquarters  
11345 U.S. Highway 1  
Sebastian, FL. 32958  
Orlando  
723 Progress Way  
Sanford, FL. 32771



Mailing  
P.O. Box 78-1377  
Sebastian, FL. 32978  
Phone: 772-589-0712  
C.A. # 5693  
KSMengineering.net

Stanley Homes & General Const. Inc.  
Jason Stanley  
2087 Sarno Rd., Ste #200  
Melbourne, Florida 32935

December 29, 2022

Re: **415 Sixth Avenue**  
**Melbourne Beach, Florida**  
**KSM Project #: 2211140-p**

Dear Mr. Stanley:

As requested, KSM performed a site investigation at the above referenced property. The intent of our investigation was to estimate specific aquifer parameters at certain test locations.

#### Scope of Work and Professional Service Agreement:

The scope of work and the agreement to perform a geotechnical exploration was provided by KSM's December 13, 2022, proposal to Stanley Homes Inc, in care of Mr. Jason Stanley.

#### Site Description:

Location & Physiography – The project site was located in Melbourne Beach, Florida. At the time of drilling, the site was found to be fairly flat. Surface elevation data available via Google Earth indicates that the land surface was approximately 6 to 7 feet NGVD. There were scattered pieces of concrete as a result of the prior demolition, and vegetation on the site consisted mostly of light surface ground cover vegetation.

NRCS Surficial Soil Information – Mapping of this area of Florida that was performed by the USDA, Natural Resources Conservation Service (NRCS) indicates that the following USDA soil mapping units were identified:

- **72: Welaka Sand** - Welaka sand

For additional information, please refer to the attached soil survey map.

#### Project Description:

The following information is based, in part, on our review of the Boundary Survey plan sheet, which was provided to KSM by Kane Surveying, Inc., dated November 14, 2022. If this document has been superseded, or if any changes have been made to this plan sheet, please contact KSM to submit the current plan sheets, so we can make any adjustments and revise this report, if and as necessary.

Residential Structure and Pool - It is our understanding that a single-story, single-family residence and pool are planned to be constructed on the site.

415 Sixth Avenue  
Melbourne Beach, Florida  
KSM Project #: 2211140-p



The scope of our study consisted of the following tasks:

1. Performed soil borings within the approximate limits of the site.
2. Measured the depth to the surface of the groundwater body at each boring.
3. Performed in-field "Usual Open Hole Test" procedures, at selected locations within the proposed site.
4. Collected soil samples necessary to estimate aquifer parameters.
5. Reviewed the soil samples and field soil boring logs (by a geotechnical engineer) in our laboratory.
6. Evaluated the discovered subsurface conditions with respect to the proposed project and prepared recommendations delineating estimated aquifer parameters.
7. Prepared this report to document our findings.

Site Investigation:

Subsurface Testing – KSM's site investigation program consisted of performing the following exploration operations and field tests:

- One (1) Standard Penetration Test (SPT) boring, which was terminated at an approximate depth of 15 feet below the existing ground surface. The boring was performed within the approximate limits of the site.
- One (1) Hand Auger (HA) boring, which was terminated at an approximate depth of 6 feet below the existing ground surface. The boring was performed within the approximate limits of the site.

SPT Boring – The SPT boring was performed in general accordance with procedures described in ASTM D-1586.

HA Boring – The HA boring was performed using a bucket auger tool to advance the borehole and to return disturbed samples of the soils. The drilling was performed in general accordance with the procedures delineated in ASTM D1452.

Soil Classification – The field soil boring logs and recovered soil samples were transported to KSM's office from the project site. Following the completion of the field exploration activities, visual and tactile examination of the soil samples was performed by a geotechnical engineer to identify the engineering classification of the soil samples that were obtained in the field exploration. The visual classification of the samples was performed in general accordance with the current United Soil Classification System (ASTM D 2487).

415 Sixth Avenue  
Melbourne Beach, Florida  
KSM Project #: 2211140-p



General Subsurface Soil Classification Summary – The following table outlines the general subsurface conditions that were encountered during our investigation. Refer to the boring logs and location map for specific information regarding our interpretation of the field boring logs.

Generalized Soil Profile	
Approximate Depth Below Grade (Feet)	Discovered Subsurface Conditions
0 to 12	Loose to medium-dense fine sand and fine sand with shell fragments
12 to 15	Medium-dense fine sand with cemented shell

Groundwater Surface Depths – Following the completion of each soil boring, the groundwater contained in the borehole was allowed to attain an equilibrium level, and the approximate depth to the surface of the groundwater was measured from existing ground surface. The measured depth was recorded in the field log. The depth to the surface of the groundwater was encountered at approximate depths ranging from 3.8 to 4.0 feet below existing grade. The variation of the depth to the surface of the groundwater is partly attributed to the variation of the land surface altitudes on the site. We anticipate that the water table will rise approximately 2 feet or less during the wet season.

The records of the soils encountered, the penetration resistances, and groundwater levels are documented on the attached boring logs.

Estimated Aquifer Parameters:

Factor of Safety – KSM has not applied a factor of safety to the estimated aquifer parameters within this report. The Engineer of Record is responsible for applying the appropriate factor(s) of safety to the estimated aquifer parameters contained within this report for use in their design. For any stratum where the estimated flow rate exceeds 10 inches per hour (20 feet per day), we recommend that a design flow rate equal to 10 in/hr (20 ft/day) is used.

Seasonal Groundwater Fluctuation – The following table indicates the recorded measurement taken from the existing grade to the encountered groundwater table for each test location along with our estimated depth normal wet season water table and normal dry season water table depths (below existing grade) for the test location. The measurements were taken after the borings were performed and the groundwater table was allowed to stabilize.

Estimated Normal Season Groundwater Table Fluctuation				
EXH. 7 COMB ELEV.	Test Location (See Location Plan)	Depth (feet,') Below Existing Grade		
		Measured Encountered Groundwater Table	Estimated Normal Wet Season Water Table	Estimated Normal Dry Season Water Table
6.6	P-1, PB-1	3.8' <i>2.23</i>	2.0' <i>2.46</i>	5.0'
6.7	P-2, PB-2	4.0' <i>2.21</i>	2.3' <i>2.44</i>	5.3'

415 Sixth Avenue  
Melbourne Beach, Florida  
KSM Project #: 2211140-p



In-Field Testing – At the test location, a Usual Condition Test was performed in general conformance with the South Florida Water Management District described procedures for the 'Usual Open-Hole Test' method.

In-Field Testing – Estimated Aquifer Parameters	
Test Location (See Location Plan)	Hydraulic Conductivity (CFS/SF- Ft Head)
P-1	$7.8 \times 10^{-4}$
P-2	$7.8 \times 10^{-4}$

Laboratory Testing and Professional Judgement – Selected samples obtained from our site investigation were tested in our laboratory in general accordance with ASTM D2434.

Laboratory Testing – Estimated Aquifer Parameters			
Test Location (See Location Plan)	Horizontal Flow Rate (in/hr)	Vertical Flow Rate (in/hr)	Layer Depth (in)
P-1	33.3	30.6	6 – 26
	--	37.7	26 – 48
	--	10.3	48 – 60
P-2	38.5	33.5	0 – 44
	--	10.0	44 – 72

Flow Restrictive Stratum – Based on the results of our testing, we did not encounter a layer that exhibited the qualities of a flow restrictive stratum and should be assumed to be located at an approximate depth of 6 feet below existing grade in the tested locations.

Hydrologic Soil Group Classification – The hydrologic soil group classification was estimated based on our interpretation of the estimated aquifer parameters and guidance provided by the USDA National Engineering Handbook.

Hydrologic Soil Group Classification	
Test Location (See Location Plan)	Hydrologic Soil Group
P-1	A
P-2	A

Fillable Porosity – KSM estimates a fillable porosity of 30% can be used for the test locations.



415 Sixth Avenue  
Melbourne Beach, Florida  
KSM Project #: 2211140-p



Closure:

Recommendations and Opinions – The Designated Engineer of Record should attach this report to the Final Report that is part of the Permit.

The estimated aquifer parameters are based, in part, on our understanding of published peer reviewed resources and our interpretations and evaluations of the discoveries of our site investigation and lab results. If additional geotechnical parameters or recommendations are desired, please contact our office. Upon request KSM will provide a scope and fee for any requested additional services.

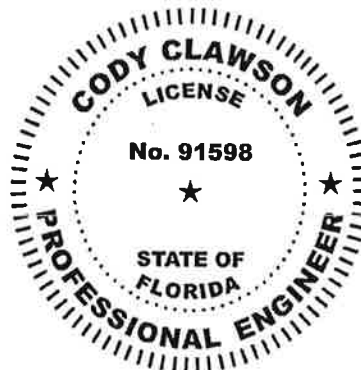
Standard of Care - This report has been prepared in accordance with generally accepted soil and foundation engineering practices based on the results of the test borings and the assumed loading conditions. The procedural standards noted in this report are in reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgement. No warranties, either expressed or implied, are intended or made. This report does not reflect any variations which may occur between the borings. If variations appear evident during the course of construction, it would be necessary to re-evaluate the recommendations of this project.

Limitations - Environmental conditions, wetland delineation, karst activity, water quality, and municipal requirements are not a part of this report.

We are pleased to have been of assistance to you in this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.

Respectfully,

*Robert Maxwell*  
Robert T. Maxwell, E.I.  
Geotechnical Engineer  
Florida E.I. No. 1100024249



This item has been electronically signed and sealed by Cody Clawson, P.E. FL Lic. 91598 on the date stated directly to the right using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally  
signed by Cody  
C Clawson  
Date:  
2023.01.04  
11:53:36 -05'00'

Cody C. Clawson, P.E.  
Geotechnical Engineer  
Florida Lic. No. 91598

CCC/cv/RTM

Email to: [jason@stanleyhomesinc.com](mailto:jason@stanleyhomesinc.com)



KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
 Fax: (772)-589-6469

**BORING NUMBER HA-1**

PAGE 1 OF 1

CLIENT Stanley Homes & General Const. Inc. PROJECT NAME 415 Sixth Avenue  
 PROJECT NUMBER 2211140-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 12/21/22 COMPLETED 12/21/22 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD \_\_\_\_\_ ∇ AT TIME OF DRILLING 3.8 ft  
 LOGGED BY DP CHECKED BY CCC AT END OF DRILLING \_\_\_\_\_  
 NOTES See Attached Location Plan AFTER DRILLING \_\_\_\_\_

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲					
								20	40	60	80		
0		Yellowish Brown Sand				20							
5	∇	Light Brown Sand with Some Shell Fragments				24							
						22							
						28							
						37							
						41							

Bottom of borehole at 6.0 feet.

GEOTECH|BH PLOTS - GINT STD US LAB.GDT - 12/29/22 09:10 - K:\KSM FILES\22 DOCS (KSM-SERVER)\2211140\SOIL INVESTIGATION\2211140-P.GPJ



KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
 Fax: (772)-589-6469

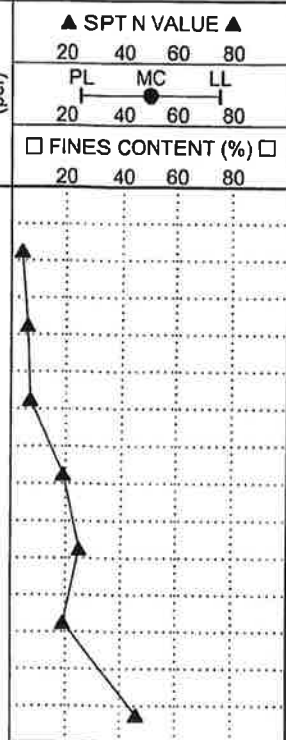
**BORING NUMBER PB-1**

PAGE 1 OF 1

CLIENT Stanley Homes & General Const. Inc. PROJECT NAME 415 Sixth Avenue  
 PROJECT NUMBER 2211140-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 12/27/22 COMPLETED 12/27/22 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD Split Spoon Sample ∇ AT TIME OF DRILLING 3.8 ft  
 LOGGED BY DP/EK CHECKED BY CCC AT END OF DRILLING --  
 NOTES See Attached Location Plan AFTER DRILLING --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲		
								20	40	60
0		Dark Gray Sand with Traces of Roots								
		Light Brown Sand	SS		1-2-2 (4)					
		Yellowish Brown Sand	SS		2-3-3 (6)					
5	∇	Light Brown Sand with Some Shell Fragments	SS		3-3-4 (7)					
			SS		6-8-11 (19)					
10			SS		11-12-13 (25)					
		Light Brown Sand with Cemented Shell	SS		7-8-11 (19)					
15			SS		17-21-25 (46)					

Bottom of borehole at 15.0 feet.



GEOTECH BH PLOTS - GINT STD US LAB.GDT - 12/29/22 09:10 - K:\KSM FILES\22 DOCS (KSM-SERVER)\2211140\SOIL INVESTIGATION\2211140-P.GPJ



KSM Engineering & Testing  
 P.O. Box 78-1377  
 Sebastian, FL 32978  
 Tel: (772)-589-0712  
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**BORING NUMBER PB-2**

PAGE 1 OF 1

CLIENT Stanley Homes & General Const. Inc. PROJECT NAME 415 Sixth Avenue  
 PROJECT NUMBER 2211140-p PROJECT LOCATION Melbourne Beach, Florida  
 DATE STARTED 12/21/22 COMPLETED 12/21/22 GROUND ELEVATION \_\_\_\_\_ HOLE SIZE \_\_\_\_\_ inches  
 DRILLING CONTRACTOR \_\_\_\_\_ GROUND WATER LEVELS:  
 DRILLING METHOD \_\_\_\_\_ ∇ AT TIME OF DRILLING 4.0 ft  
 LOGGED BY DP CHECKED BY CCC AT END OF DRILLING --  
 NOTES See Attached Location Plan AFTER DRILLING --

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	PENETROMETER	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲			
								20	40	60	80
0		Yellowish Brown Sand						PL	MC	LL	
5		Light Brown Sand with Some Shell Fragments						20	40	60	80
								□ FINES CONTENT (%) □			
								20	40	60	80

Bottom of borehole at 6.0 feet.

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 12/29/22 09:10 - K:\KSM FILES\22 DOCS (KSM-SERVER)\2211140\SOIL INVESTIGATION\2211140-P.GPJ



 **LOCATION OF SOIL TESTING**

**PROJECT:** 415 Sixth Avenue, Melbourne Beach, Florida

SHEET 1 OF 2  
PERMIT #:  
PROJECT #: 2211140-p

**KSM ENGINEERING AND TESTING**

DRAWN BY: C.V.  
DESIGNED BY: C.C.C.  
DATE: 20221229  
SCALE: NOT TO SCALE



# USDA SOILS SURVEY

72—Welaka sand

PROJECT: 415 Sixth Avenue, Melbourne Beach, Florida

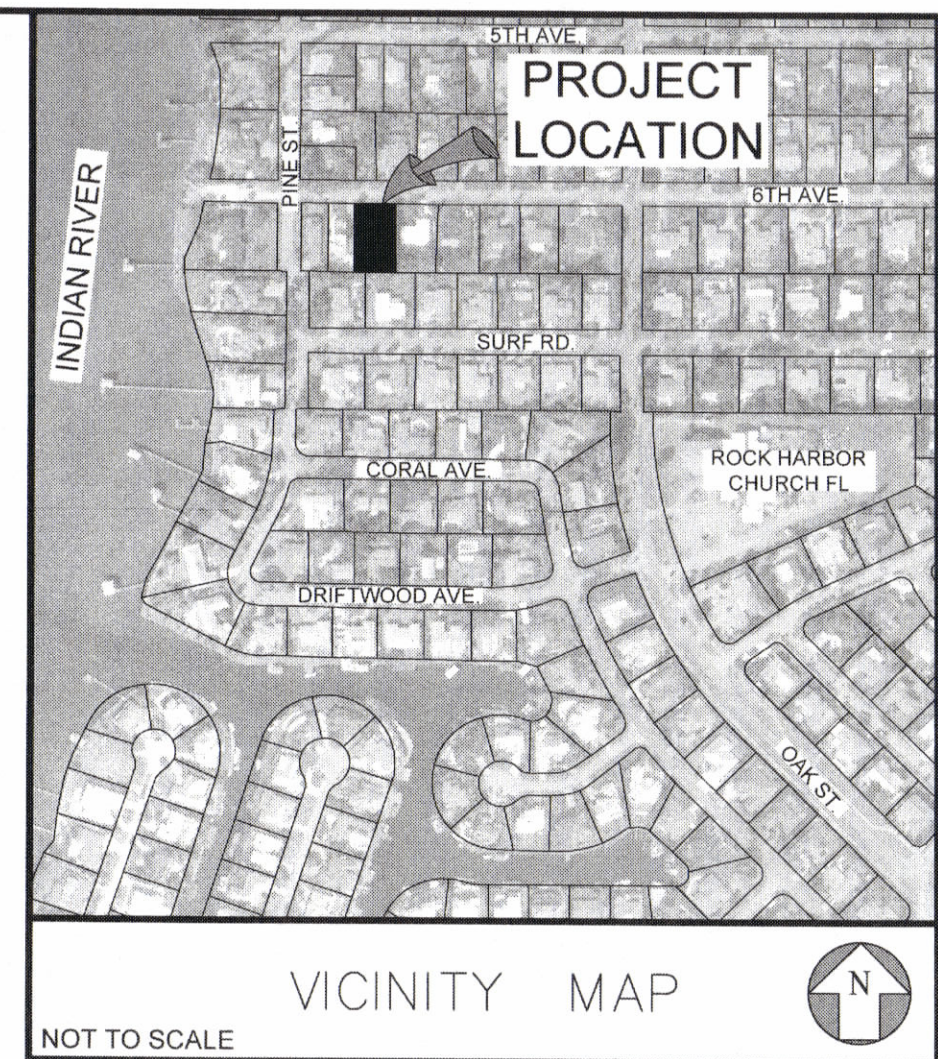
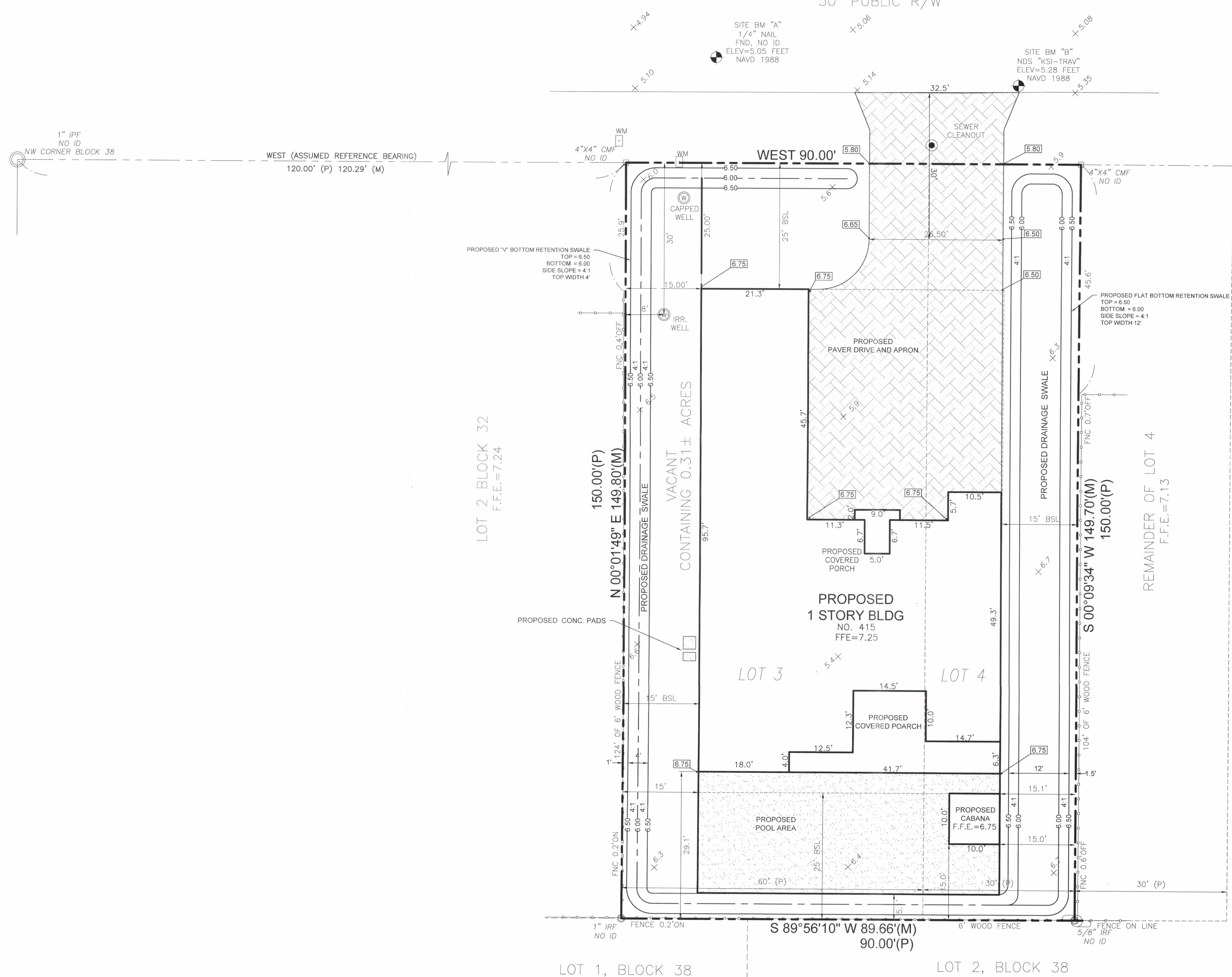
SHEET 2 OF 2  
PERMIT #:  
PROJECT #: 2211140-soils

**KSM** ENGINEERING  
**KSM** AND TESTING

DRAWN BY: C.V.  
DESIGNED BY: C.C.C.  
DATE: 20221229  
SCALE: NOT TO SCALE

# SIXTH AVENUE

50' PUBLIC R/W



DATE	REVISIONS	COMMENTS
2/27/2023	1	DWB/BAM
2/27/2023	2	CHECKED
2/27/2023	3	DATE
2/27/2023	4	DESIGNED
2/27/2023	5	DESIGNED
2/27/2023	6	BAM
2/27/2023	7	BAM
2/27/2023	8	BAM

### SITE INFORMATION

**APPLICANT:**  
STANLEY HOMES

**SITE DESCRIPTION:**  
LOT 3 AND THE WEST 1/2 OF LOT 4, BLOCK 32, WILCOX PLAT OF MELBOURNE BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGES 58. PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**SURVEY**  
REFER TO BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY KANE SURVEY INC.

**FINISHED FLOOR NOTE**

- ALL BUILDINGS SHALL BE CONSTRUCTED WITH THE LOWEST FINISHED FLOOR ELEVATION (F.F.E.) AT LEAST 18" ABOVE THE CROWN OF THE HIGHEST STREET PERPENDICULAR TO THE FOUNDATION TO WHICH THE PROPERTY ABUTTS. (5.35 + 1.5 = 6.85 min.)
- SITE IS LOCATED IN FEMA FLOOD ZONE "X" NO ADDITIONAL FLOOD REQUIREMENTS.

**ELEVATION NOTE**

- ELEVATION OF THE HIGHEST POINT OF ROOF OF MAIN STRUCTURE = 34.33'
- ELEVATION OF THE HIGHEST POINT OF ROOF OF POOL CABANA = 20.50'

**AREA CALCULATIONS**

1. SITE AREA	= 13,500 S.F.	= 100.00%
2. IMPERVIOUS AREAS:		
a. RESIDENCE	= 3,803 S.F.	= 28.7%
b. POOL AND DECK/CABANA	= 1,440 S.F.	= 10.7%
c. PORCHES	= 412 S.F.	= 3.0%
d. DRIVEWAY AND PADS	= 2,385 S.F.	= 17.7%
TOTAL	= 7,840 S.F.	= 58.1%
3. PERVIOUS AREAS:	= 5,660 S.F.	= 41.9%

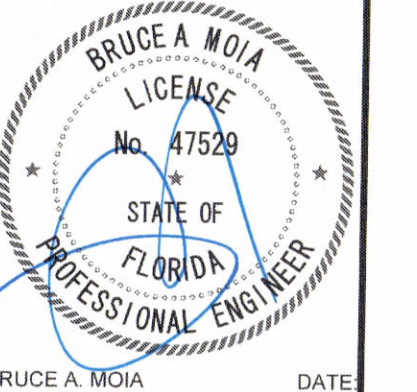
### LEGEND

- PROPOSED PAVERS
- PROPOSED CONCRETE
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING WELL
- EXISTING WOOD FENCE
- PROPOSED CONTOUR
- CONCRETE MONUMENT FOUND
- FINISHED FLOOR ELEVATION
- IRON ROD FOUND
- NO IDENTIFICATION

**MBV ENGINEERING, INC.**  
MOA BOWLES VILLAMAZAR & ASSOCIATES  
CIVIL & STRUCTURAL SURVEYING & ENVIRONMENTAL  
1250 W. PAU GALLE BLVD. SUITE 111  
MELBOURNE, FLORIDA 32935  
P. 321-253-1510 F. 321-253-0911  
VERO 772-566-0035 FT PEECIE 772-566-9665 PALM CITY 772-426-9989

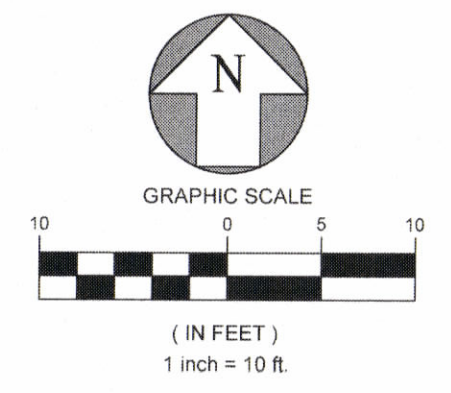
415 SIXTH AVE.  
MELBOURNE BEACH FLORIDA

STANLEY RESIDENCE LOT DRAINAGE  
FLORIDA



BRUCE A. MOIA  
FL P.E. #47529  
DATE  
2/27/2023

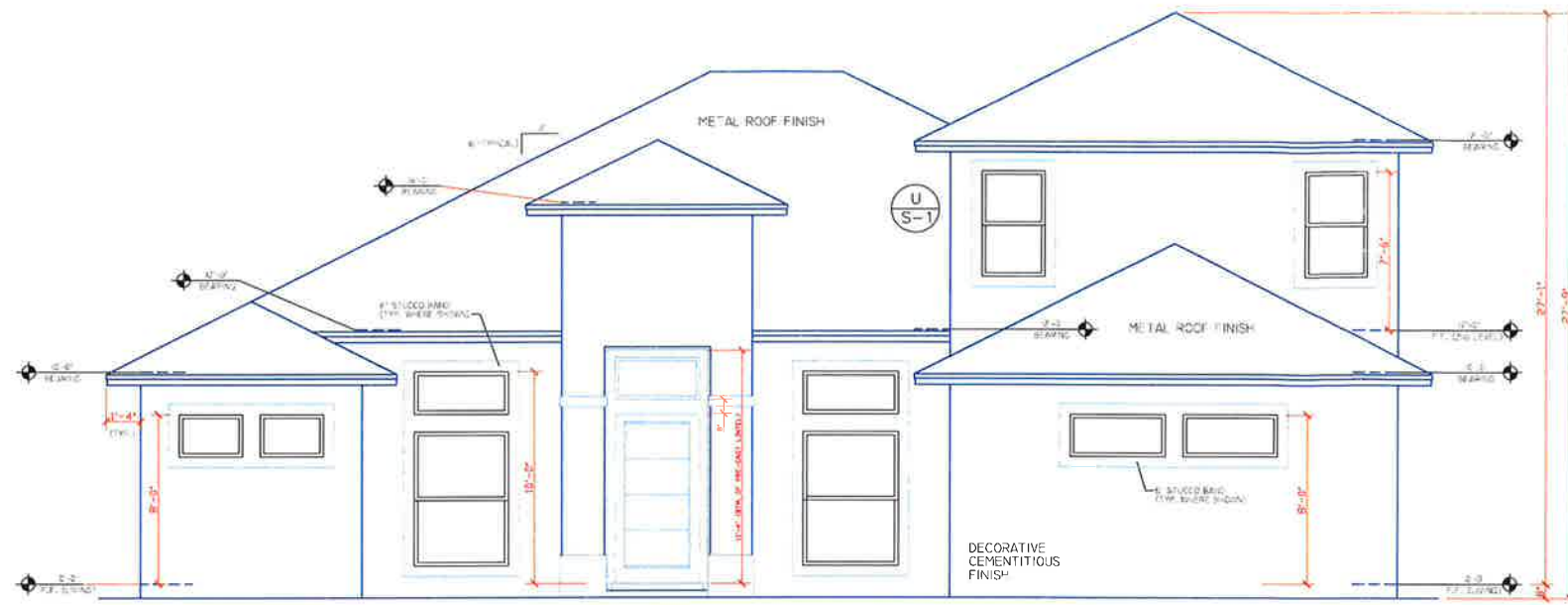
**C-1**  
2/27/2023  
21-1121  
PERMITTING SET



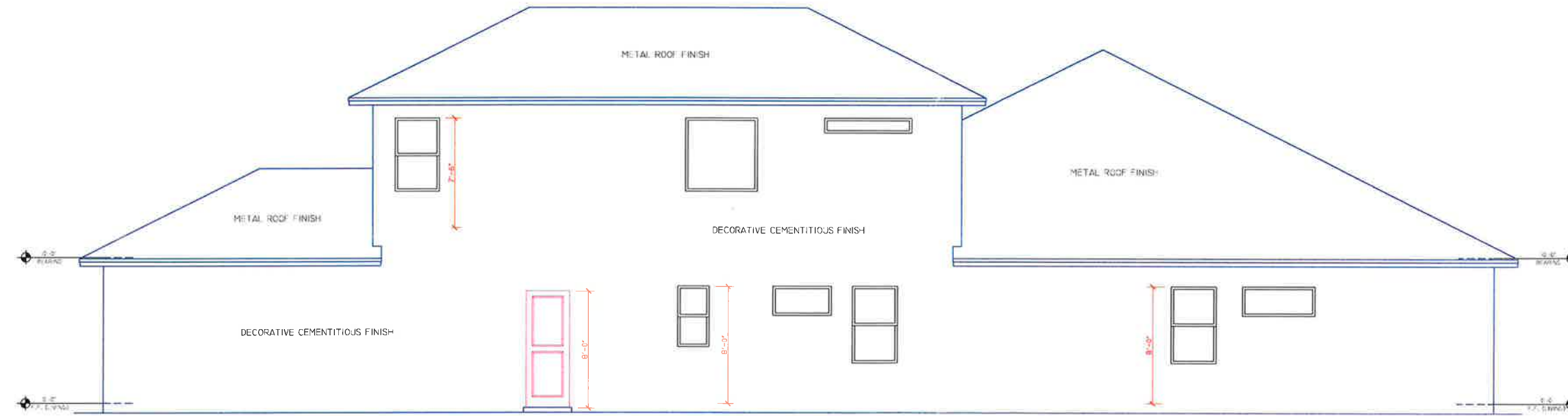
72 HOURS BEFORE DIGGING  
CALL TOLL FREE  
**811**  
Know what's below.  
Call before you dig.

ROMAC SUBDIVISION  
PB 10, PAGE 53

W:\2023\151 STANLEY HOMES LOT DRAINAGE\DWG\CA\230223\151 STANLEY HOMES LOT DRAINAGE SET.dwg  
 2/27/2023 10:48 AM



FRONT ELEVATION  
SCALE: 1/4"=1'-0"



RIGHT ELEVATION  
SCALE: 1/4"=1'-0"

REVISIONS	
ISSUED ***	
***	
***	

2115 PALM BLVD ROAD SUITE 6  
PALM BEACH, FL 33405  
TEL: (321) 724-0740  
FAX: (321) 944-4206  
EMAIL: DPRECHET@EBC.COM  
@EBCFLORIDA.COM



**EBC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

SFR FOR:  
**415 SIXTH AVE.**  
MELBOURNE BEACH, FL 32951

**STANLEY  
HOMES**

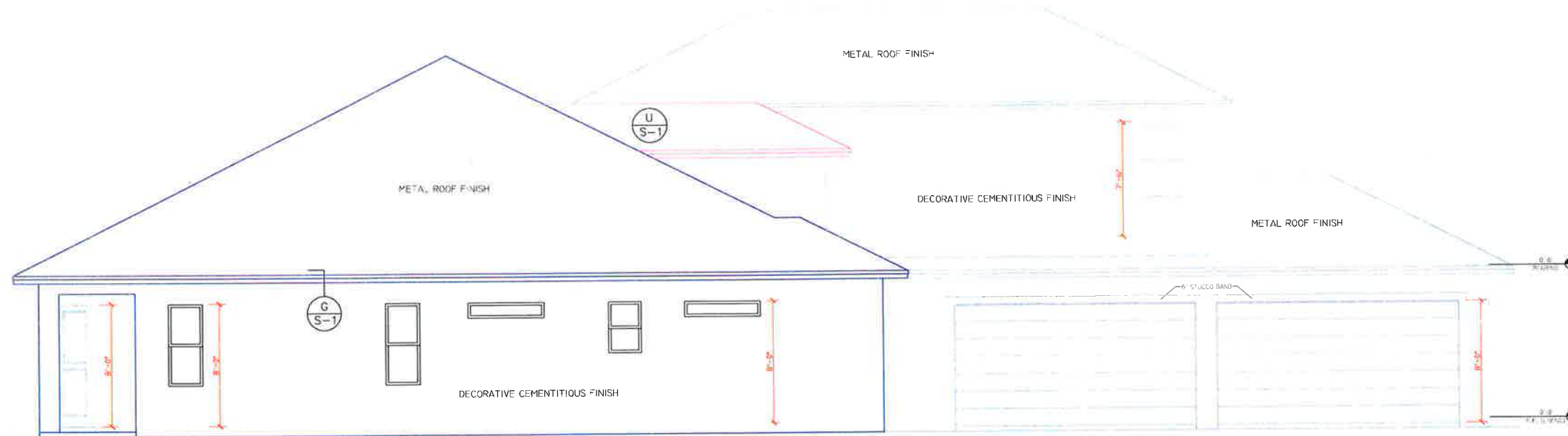
ENGINEER OF RECORD  
EDWARD F. SHINSKIE, PE  
4707 WILD TURKEY ROAD  
MIMS, FLORIDA 32754  
FLORIDA PER # 47915

**AI**  
SHEET 1 OF 12  
DRAWN BY:  
DANIEL FRECHETTE

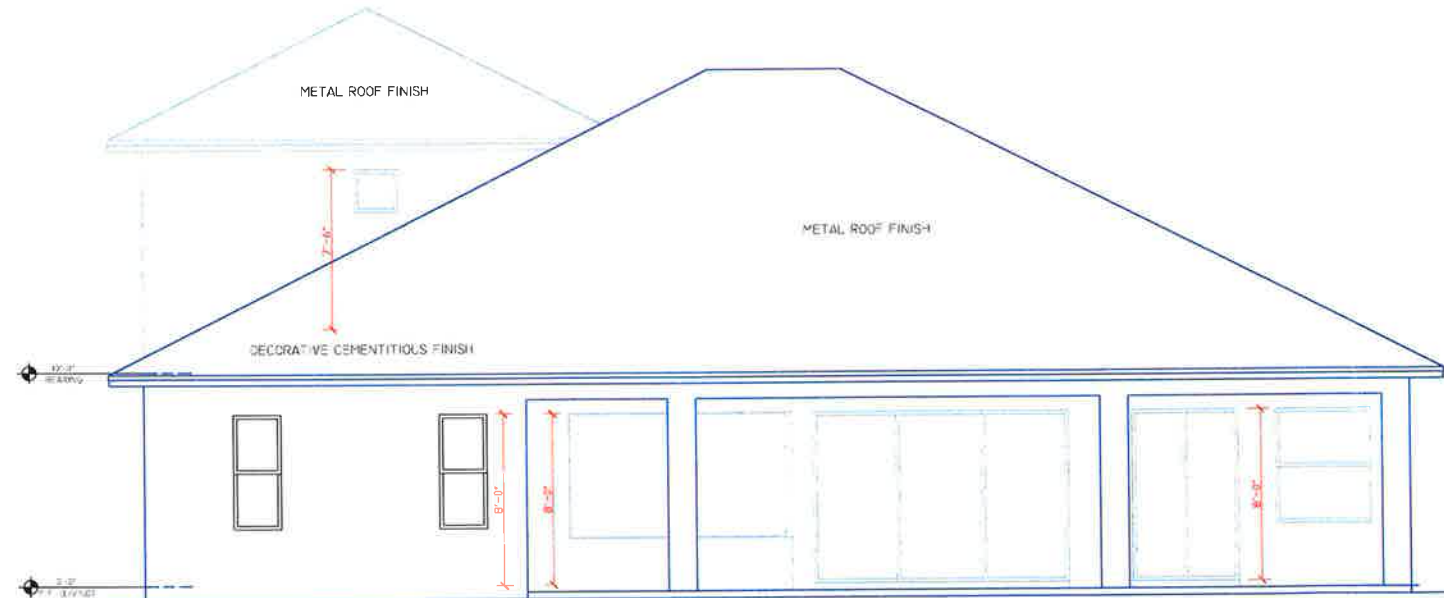
DESIGN CRITERIA	
FULLY ENCLOSED	
WIND SPEED	160 MPH
EXPOSURE	D
BUILDING CATEGORY	TWO (2)

GENERAL NOTES  
1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS AN INDUSTRY PROFESSIONAL WITH KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.  
2. THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.  
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED (TIES AND JOINT) DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.  
4. DIMENSIONS AND LOCATIONS OFF ALL ITEMS SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE WITH WRITTEN PRIOR APPROVAL OF ENGINEER OF RECORD.  
5. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
6. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
7. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
8. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
9. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
10. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.





**LEFT ELEVATION**  
SCALE: 1/4"=1'-0"



**REAR ELEVATION**  
SCALE: 1/4"=1'-0"

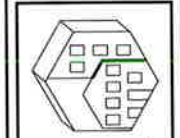
**GENERAL NOTES**

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE DIMENSIONS AND LOCATIONS OF ALL ITEMS SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE WITH WRITTEN PRIOR APPROVAL OF ENGINEER OF RECORD.

DO NOT SCALE DRAWINGS

REVISIONS	

2115 PALM BAY ROAD, STE. 6  
PALM BAY, FL 32909  
TEL: (321) 724-0740  
FAX: (321) 911-7206  
EMAIL: DFRICHETTE@EPC-FL.COM



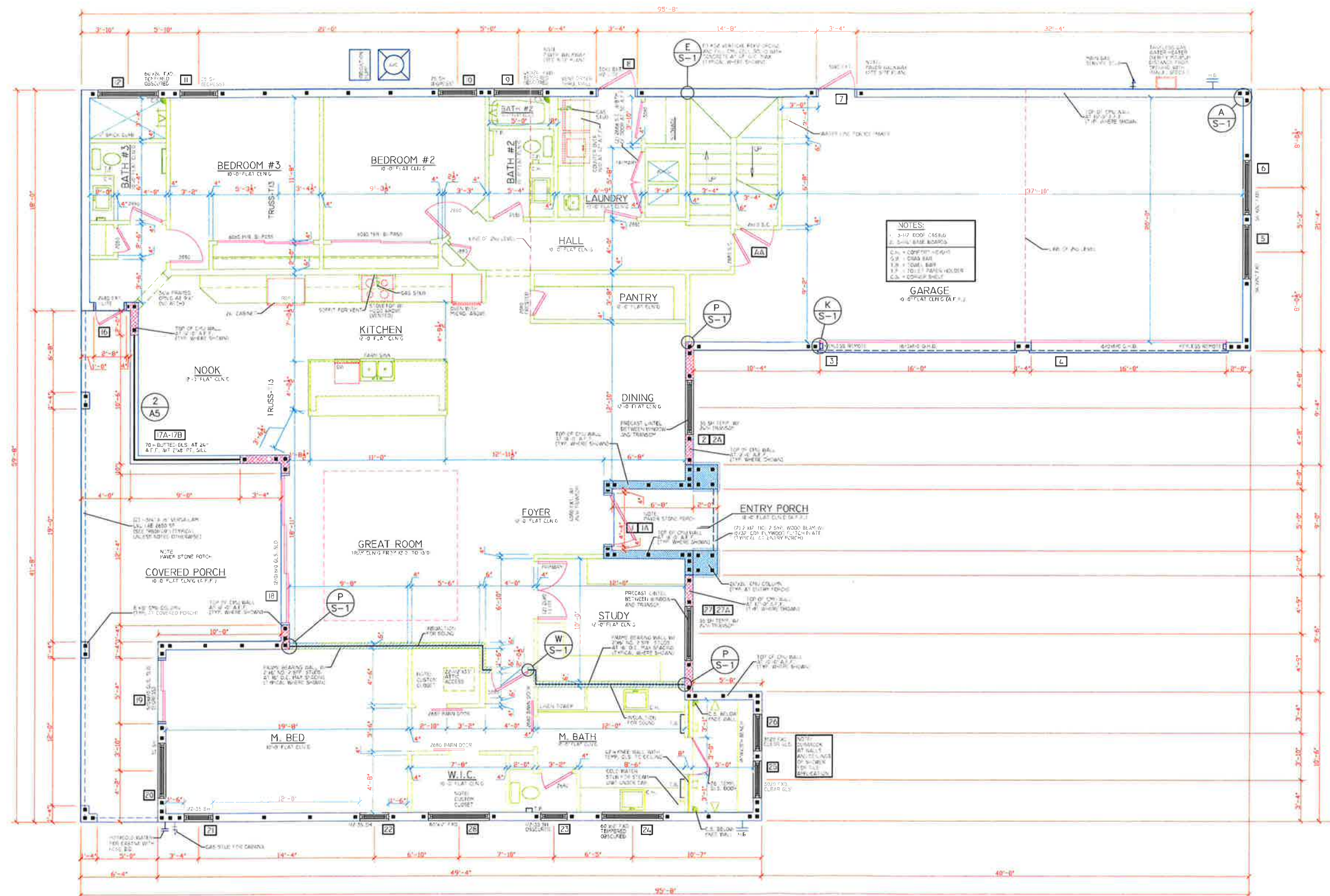
**EEDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

SFR FOR:  
**415 SIXTH AVE.**  
MELBOURNE BEACH, FL 32951

**STANLEY HOMES**

ENGINEER OF RECORD  
EDWARD F. SHINSKIE, PE  
4707 WILD TURKEY ROAD  
MIMS, FLORIDA 32754  
FLORIDA PE# 47515

**A2**  
SHEET 2 OF 12  
DRAWN BY:  
DANIEL FRICHETTE



1ST LEVEL FLOOR PLAN  
SCALE: 1/4" = 1'-0"

AA MIN. 1-3/8" SQ. ID CORE  
20 MINUTE FIRE RATED  
ROOF

BB ATTIC ACCESS PANEL  
OR ATTIC STAIR ENCLOSURE  
MUST HAVE A 20 MINUTE  
FIRE RATING TYPICAL

NOTE: COORDINATE ALL ROUGH OPENINGS FOR EXTERIOR  
DOORS AND WINDOWS WITH MANUFACTURER'S SPECS

CABINETRY NOTE:  
CABINET LAYOUT SHOWN AT KITCHEN, BATHROOMS, AND ANY OTHER  
LOCATIONS ARE DIAGNOSTIC ONLY. COORDINATE FINAL CABINET  
DESIGN WITH OWNER/BUILDER PRIOR TO ANY FABRICATION/INSTALLATION

AREA TABULATION (11-II-22)	
1ST LEVEL LIVING	2722 SQ.FT.
2ND LEVEL LIVING	755 SQ.FT.
TOTAL LIVING	3477 SQ.FT.
GARAGE	882 SQ.FT.
COVERED PORCH	379 SQ.FT.
ENTRY	5 SQ.FT.
TOTAL	4789 SQ.FT.

GENERAL NOTES

- THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
- THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
- THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER IN CONJUNCTION WITH THE FINAL ENGINEERED TRUSS PLAN.
- CONSTRUCTION SHALL TAKE PRECEDENCE OVER SCALE. DIMENSIONS AND LOCATIONS OF ALL ITEMS SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE WITH WRITTEN PRIOR APPROVAL OF ENGINEER OF RECORD.
- DO NOT SCALE DRAWINGS.

**REVISIONS**

NO.	DESCRIPTION

210 PALM BLVD. ROAD, STE. 6  
PALM BEACH, FL 33480  
TEL: (321) 774-0740  
FAX: (321) 914-4706  
EMAIL: DFR@HETTELCO.COM  
@HETTELCO.COM

**HEDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

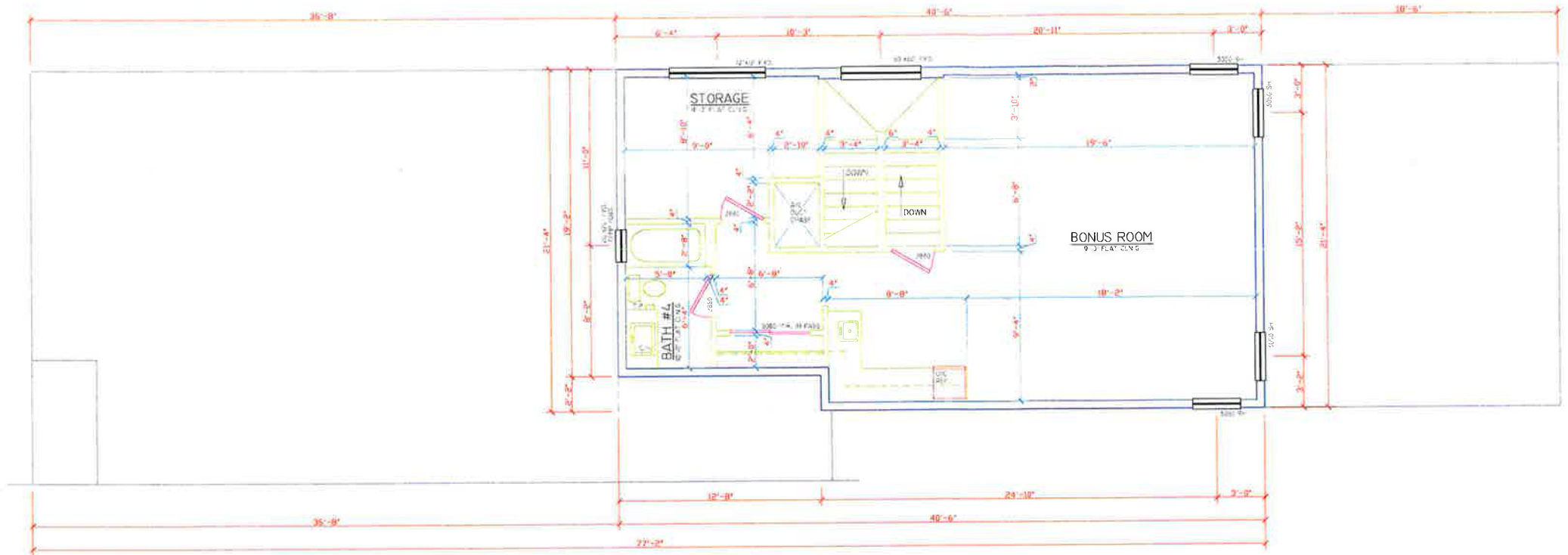
SFR FOR:  
**415 SIXTH AVE.**  
MELBOURNE BEACH, FL 32951

**STANLEY  
HOMES**

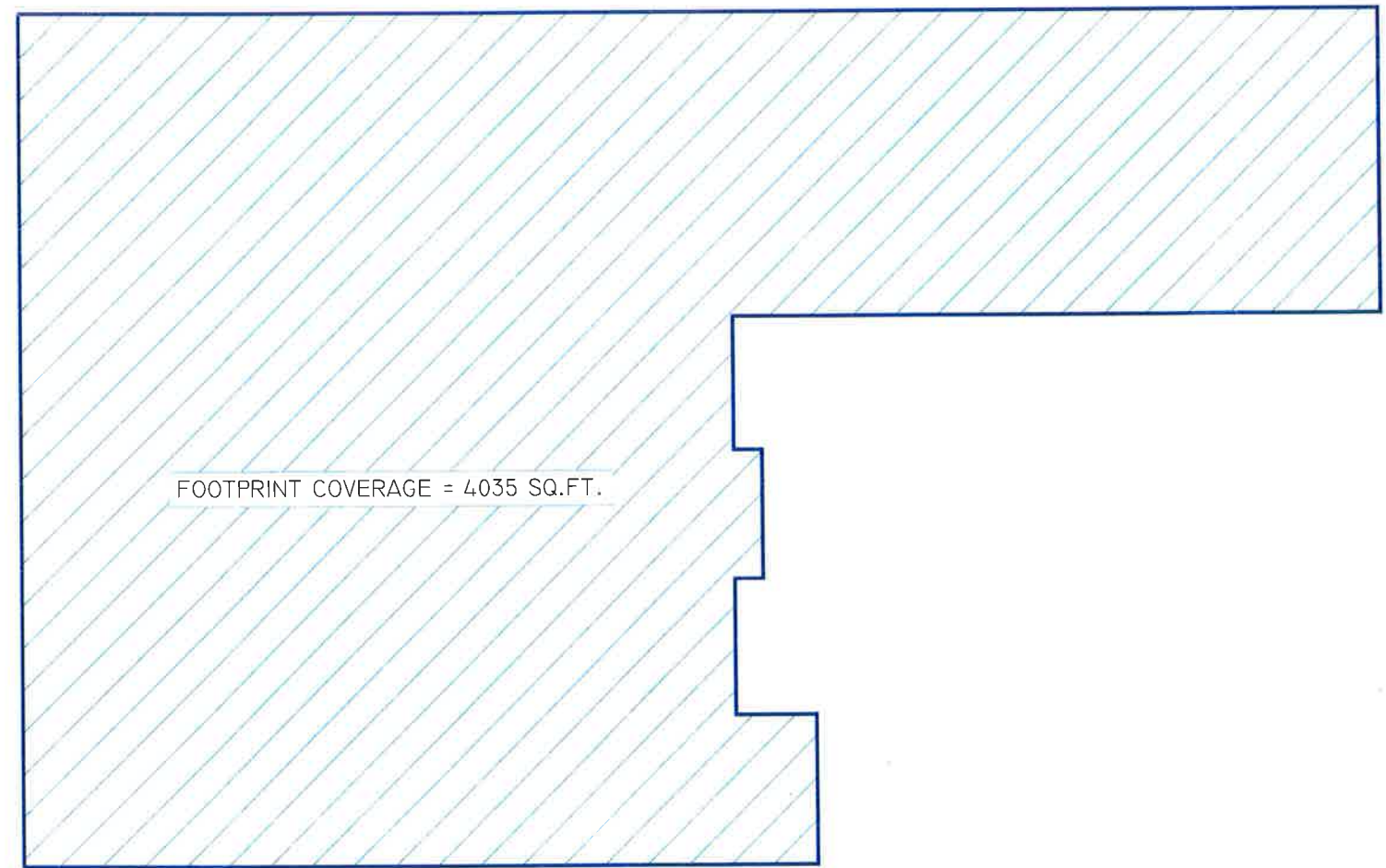
ENGINEER OF RECORD  
EDWARD F. SHINSKIE, PE  
4707 WILD TURKEY ROAD  
MIMS, FLORIDA 32754  
FLORIDA PE# 47515

A3

SHEET 3 OF 12  
DRAWN BY:  
DANIEL FRECHETTE



**2ND LEVEL FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



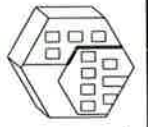
**FOOT PRINT**  
NOT TO SCALE

**GENERAL NOTES**

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION OF THE CONTRACTOR/BUILDER'S KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/BUILDER SHALL REVIEW THESE DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR/BUILDER SHALL BE RESPONSIBLE FOR THE FINAL ENGINEERED TRUSS LAYOUT. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
4. DIMENSIONS AND LOCATIONS OF ALL ITEMS SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE WITH WRITTEN PRIOR APPROVAL OF ENGINEER OF RECORD.
5. DO NOT SCALE DRAWINGS.

NO.	REVISIONS

215 PALM BAY INLAND STE. 6  
PALM BAY, FL 32909  
TEL: (321) 724-0740  
FAX: (321) 944-4706  
EMAIL: DFRECHETTE1350@CFL.RR.COM



**EDDC**  
ENGINEERING AND DESIGN CONCEPTS, INC.

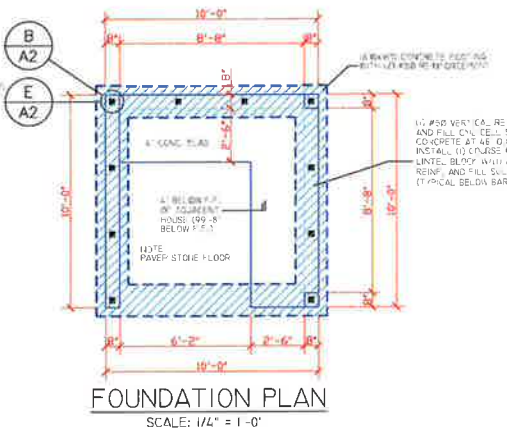
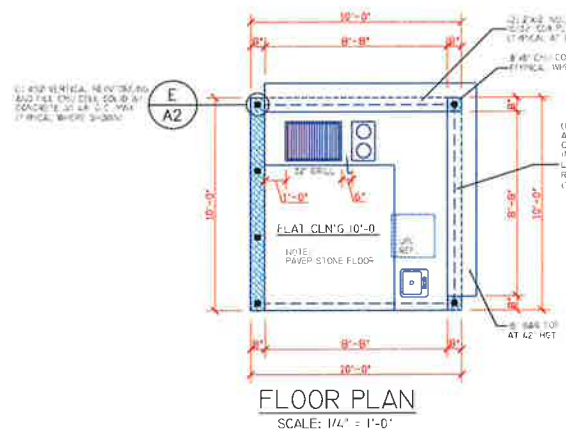
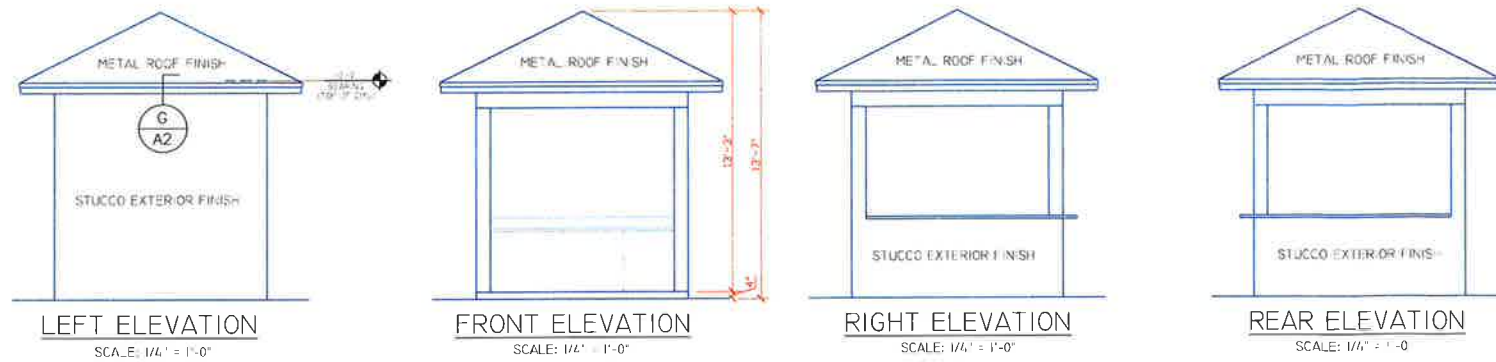
SFR FOR:  
**415 SIXTH AVE.**  
MELBOURNE BEACH, FL 32951

**STANLEY HOMES**

ENGINEER OF RECORD  
EDWARD F. SHINSKIE, PE  
4707 WILD TURKEY ROAD  
MIMS, FLORIDA 32754  
FLORIDA PE# 47515

**A4**

SHEET 4 OF 12  
DRAWN BY: DANIEL FRECHETTE



THE MAIN WIND RESISTANCE FOR THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2020 FLORIDA RESIDENTIAL BUILDING CODE (FBC) AND LATEST ADOPTED SUPPLEMENTS TO THE FBC. THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 40 MPH PER HOUR IS POSSIBLE 1" OF STRUCTURE.

THE COMPONENTS AND CLADDING HAVE BEEN SELECTED AND THEIR USE RECOMMENDED BY THE DESIGN AND SPECIFICATIONS IN ACCORDANCE WITH THE 2020 FBC AND LATEST ADOPTED SUPPLEMENTS TO THE FBC. THE WIND LOADS ASSOCIATED WITH A MINIMUM WIND SPEED OF 40 MPH PER HOUR IS POSSIBLE 1" OF STRUCTURE.

1. ULTIMATE WIND SPEED (160 MPH PER HOUR) MINIMUM WIND SPEED OF 40 MPH PER HOUR
2. WIND PROFILES (AC 7.1.1) BUILDING CATEGORY: 1 (PARTIALLY ENCLOSED)
3. WIND EXPOSURE: 1 (RURAL) 1" OF STRUCTURE
4. INTERNAL PRESSURE COEFFICIENT: +0.55 / -0.55
5. COMPONENTS & CLADDING: 1.4 E / 1.55 G / 1.55

**ROOF FLASHING:** APPROVED METAL FLASHING, VINYL FLASHING, SELF-ADHERED MEMBRANES AND MECHANICALLY ATTACHED FLEXIBLE FLASHING SHALL BE APPLIED SINGLE-FASHION OR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. METAL FLASHING SHALL BE CORROSION RESISTANT. FLUOR-APPLIED MEMBRANES USED AS FLASHING SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL FLASHING SHALL BE APPLIED IN A MANNER TO PREVENT THE ENTRY OF WATER INTO THE WALL CAVITY OR PENETRATION OF WATER TO THE BUILDING STRUCTURAL FRAMING. COMPONENTS, SELF-ADHERED MEMBRANES USED AS FLASHING SHALL COMPLY WITH ANNA 711. ALL EXTERIOR PENETRATION PRODUCTS SHALL BE SEALED AT THE JUNCTURE WITH THE BUILDING WALL WITH A SEALANT COMPLYING WITH ANNA 800 OR ASTM C920 CLASS 95 GRADE IS OR GREATER FOR PROPER JOINT EXPANSION AND CONTRACTION. ASTM C920 ANNA 800 OR OTHER APPROVED SEALANTS AS APPROPRIATE FOR THE TYPE OF SEALANT. FLUOR-APPLIED MEMBRANES USED AS FLASHING IN EXTERIOR WALLS SHALL COMPLY WITH ANNA 714. THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH APPROVED FLASHINGS SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:

1. EXTERIOR WINDOW AND DOOR OPENINGS FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER COMPLYING WITH SECTION 702 FOR SUBSEQUENT DRAINAGE. MECHANICALLY ATTACHED FLEXIBLE FLASHINGS SHALL COMPLY WITH ANNA 712. FLASHING AT EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE INSTALLED IN ACCORDANCE WITH ONE OR MORE OF THE FOLLOWING INSTRUCTIONS, OR FOR APPLICATIONS NOT ADDRESSED IN THE PENETRATION MANUFACTURER'S INSTRUCTIONS, IN ACCORDANCE WITH THE FLASHING MANUFACTURER'S INSTRUCTIONS. WHERE FLASHING INSTRUCTIONS OR DETAILS ARE NOT PROVIDED, FLASHING SHALL BE INSTALLED AT THE SILL OF EXTERIOR WINDOW AND DOOR OPENINGS. FLASHING SHALL BE SEALED OR SLOPED IN SUCH A MANNER AS TO DIRECT WATER TO THE SURFACE OF THE EXTERIOR WALL FINISH OR TO THE WATER-RESISTIVE BARRIER FOR SUBSEQUENT DRAINAGE. OPENINGS USING PAN FLASHING SHALL INCORPORATE FLASHING OR PROTECTION AT THE HEAD AND SIDES.
2. AT THE INTERSECTION OF CHIMNEYS OR OTHER MASONRY CONSTRUCTION WITH FRAME OR STUCCO WALLS, WITH PROTECTING LIPS ON BOTH SIDES UNDER STUCCO COPINGS.
3. UNDER AND AT THE ENDS OF MASONRY, WOOD OR METAL COPINGS AND SILLS.
4. CONTINUOUSLY ABOVE ALL PROJECTING WOOD TRIM.
5. WHERE EXTERIOR PORCHES, DECKS OR STAIRS ATTACH TO A WALL OR FLOOR ASSEMBLY OF WOOD-FRAME CONSTRUCTION.
6. AT WALL AND ROOF INTERSECTIONS.
7. AT BUILT-IN GUTTERS.

**SITE PREPARATION NOTES:**

THE PROPOSED BUILDING AREA, PLUS A MINIMUM MARGIN OF FIVE FEET BEYOND THE PROPOSED BUILDING LIMITS SHALL BE STRIPPED AND GRUBBED OF SURFACE DEBRIS, INCLUDING VEGETATION, ROOTS AND ORGANIC MATTER AND ANY REMAINS OF PREVIOUS CONSTRUCTION SUCH AS OLD FOOTINGS AND SLABS.

THE BUILDING AND PAVEMENT AREAS SHALL BE FILLED TO THE DESIRED GRADES. THE HORIZONTAL PORTION OF THE BUILDING PAD SHALL EXTEND A MINIMUM FIVE FEET BEYOND THE BUILDING AND PAVEMENT AREAS. CLEAN IMPORTED FILL MATERIAL SHALL BE PLACED IN MAXIMUM LAYER THICKNESS OF 18 INCH LIFTS IN THICKNESS. EACH LIFT SHALL BE COMPACTED TO 95% OF A MODIFIED PROCTOR.

FIELD DENSITY TESTS AND ON-SITE INSPECTION ARE REQUIRED TO BE PERFORMED BY A STATE OF FLORIDA LICENSED GEOTECHNICAL ENGINEER, AT APPROPRIATE TIMES DURING THE EARTH WORK OPERATIONS, IN ORDER TO VERIFY THAT THE SITE PREPARATION HAVE BEEN PROPERLY CONSTRUCTED. A MINIMUM SOIL BEARING CAPACITY OF 2000 POUNDS PER SQUARE FOOT IS REQUIRED.

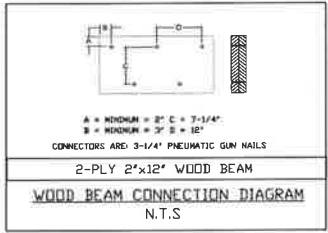
**STUCCO EXTERIOR FINISH NOTES**

EXTERIOR USE OF PORTLAND CEMENT PLASTER SHALL COMPLY WITH THE APPLICATION REQUIREMENTS OF ASTM C 926.

INSTALLATION OF EXTERIOR LATHING AND FINISHING SHALL COMPLY WITH THE APPLICATION REQUIREMENTS OF ASTM C 1063.

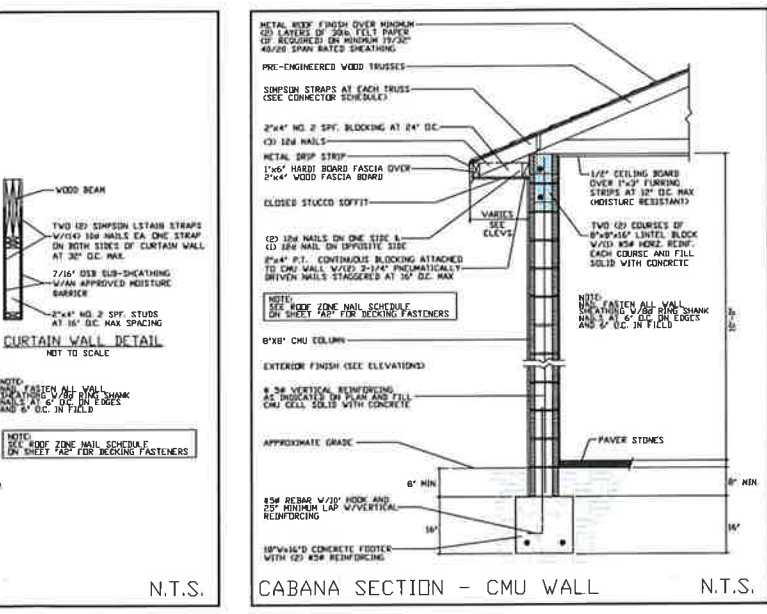
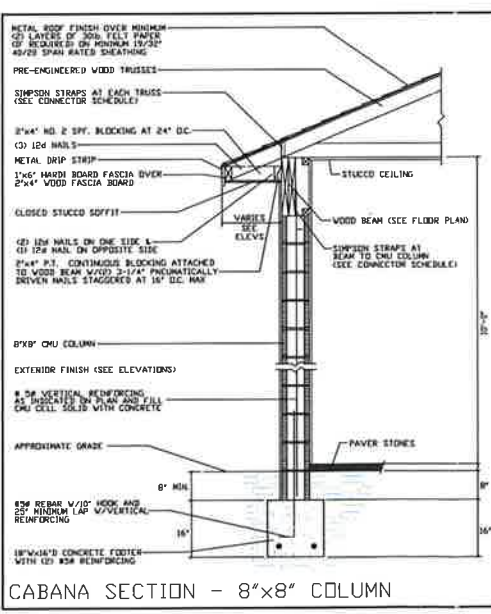
WHERE CEMENT PLASTER (STUCCO) IS TO BE APPLIED TO LATH OVER FRAM CONSTRUCTION, MEASURES SHALL BE TAKEN TO PREVENT BONDING BETWEEN THE CEMENT PLASTER AND THE WATER-RESISTIVE BARRIER. A BOND BREAK SHALL BE PROVIDED BETWEEN THE WATER-RESISTIVE BARRIER AND THE CEMENT PLASTER (STUCCO) CONSISTING OF ONE OF THE FOLLOWING:

1. TWO LAYERS OF AN APPROVED WATER-RESISTANT BARRIER MATERIAL, OR
2. ONE LAYER OF AN APPROVED WATER-RESISTANT BARRIER OVER AN APPROVED PLASTIC HOUSE WRAP, OR
3. OTHER APPROVED METHODS OR MATERIALS APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.



**NOTE:** BRACKETS INDICATES APPLIED EXTERIOR FINISH OVER APPROVED WATER BARRIER OVER WOOD FRAMING MEMBERS. OWNER IS RESPONSIBLE TO INSTALL ALL REQUIRED SEALANT, FLASHING, ETC TO MAINTAIN WATERPROOF BARRIER TO PREVENT MOISTURE INTRUSION INTO STRUCTURE. OWNER IS RESPONSIBLE FOR PERIODIC MAINTENANCE AND KEEP UP EXTERIOR APPLIED FINISH TO MAINTAIN WATERPROOF INTEGRITY TO PREVENT DAMAGE TO INTERIOR COMPONENTS.

**CABINERY NOTE:** CABINERY LAYOUT SHOWN AT KITCHEN, BATHROOMS, AND ANY OTHER LOCATIONS ARE DIAGNOSTIC ONLY. COORDINATE FINAL CABINET DESIGN WITH OWNER/BUILDER PRIOR TO ANY FABRICATION/INSTALLATION.



AREA TABULATION (2-3-21)	
TOTAL	100 SQ.FT.

**GENERAL NOTES**

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER/BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER/BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER/BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED "SUSS" APPROVED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.
4. DO NOT SCALE DRAWINGS.

DESIGN CRITERIA	
PARTIALLY ENCLOSED	
WIND SPEED	160 MPH
EXPOSURE	D
BUILDING CATEGORY	TWC (2)

**AI**

SHEET 1 OF 3

DRAWN BY: DANIEL FRECHETTE

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOLLOWING PLANS COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH EDITION AND LATEST ADOPTED SUPPLEMENTS

**EDDC**

ENGINEERING AND DESIGN CONCEPTS, INC.

216 PALM BAY ROAD STE. 6  
PALM BAY, FL 32909  
TEL: (321) 724-0740  
FAX: (321) 944-4206  
EMAIL: JLETT@EDDC.COM  
@EDDC-FL.COM

CABANA FOR:  
415 SIXTH AVE.  
MELBOURNE BEACH, FL 32951

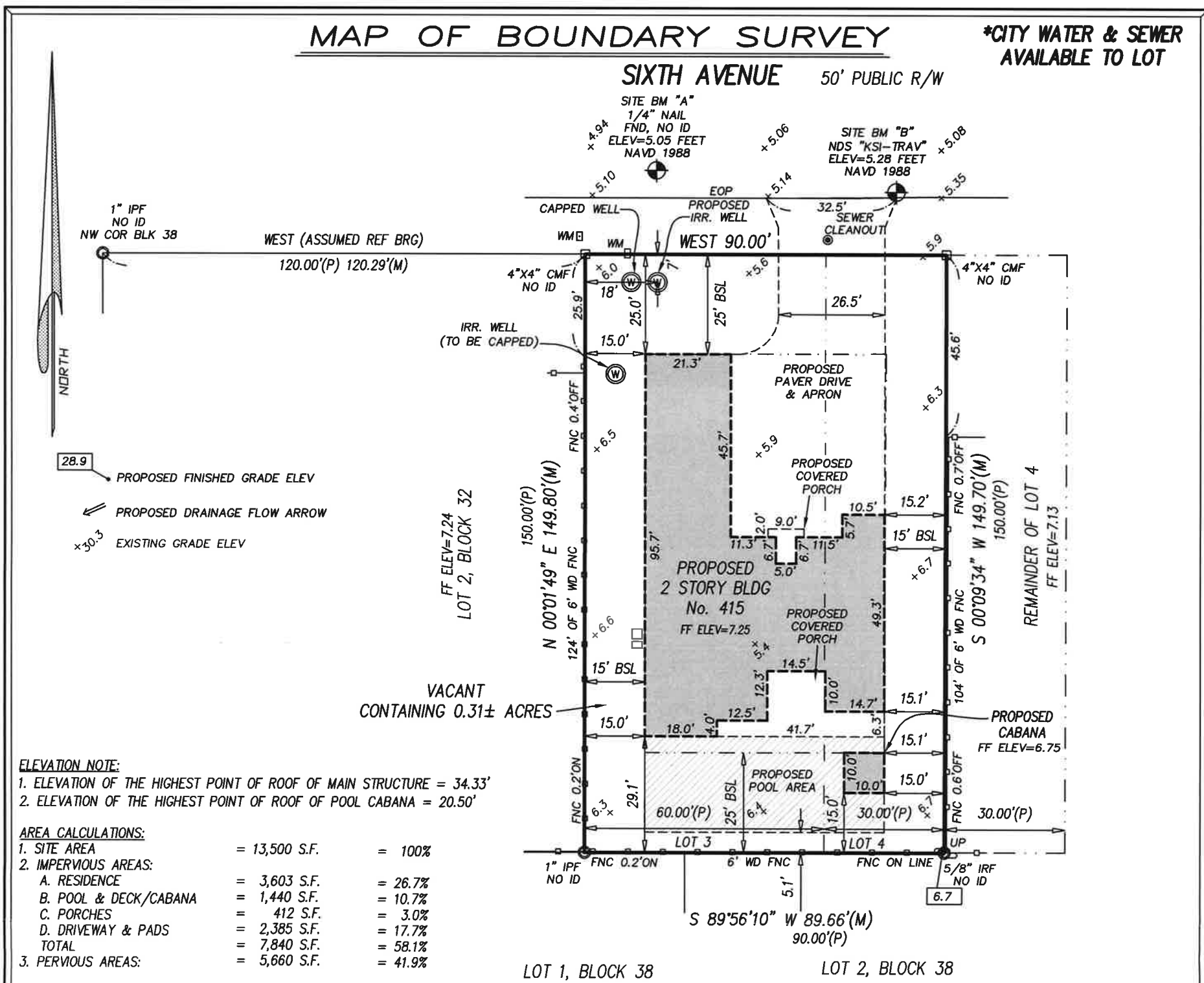
STANLEY HOMES

ENGINEER OF RECORD  
EDWARD F. SHINSKIE, PE  
4707 WILD TURKEY ROAD  
MIMS, FLORIDA 32754  
FLORIDA PER # 47515  
PH. 321-863-3223

# MAP OF BOUNDARY SURVEY

**\*CITY WATER & SEWER AVAILABLE TO LOT**

**SIXTH AVENUE 50' PUBLIC R/W**



**ELEVATION NOTE:**  
 1. ELEVATION OF THE HIGHEST POINT OF ROOF OF MAIN STRUCTURE = 34.33'  
 2. ELEVATION OF THE HIGHEST POINT OF ROOF OF POOL CABANA = 20.50'

**AREA CALCULATIONS:**

1. SITE AREA	= 13,500 S.F.	= 100%
2. IMPERVIOUS AREAS:		
A. RESIDENCE	= 3,603 S.F.	= 26.7%
B. POOL & DECK/CABANA	= 1,440 S.F.	= 10.7%
C. PORCHES	= 412 S.F.	= 3.0%
D. DRIVEWAY & PADS	= 2,385 S.F.	= 17.7%
TOTAL	= 7,840 S.F.	= 58.1%
3. PERVIOUS AREAS:	= 5,660 S.F.	= 41.9%



3/3/2023 | 8:35 AM PST

ROMAC SUBDIVISION - PB 10, PAGE 53

BOUNDARY	DATE: 12/29/20
UPDATED BOUNDARY & ADDED TOPO	DATE: 2/25/21
PLOT PLAN	DATE: 5/4/22
REVISED PLOT PLAN	DATE: 6/23/22
REVISED PLOT PLAN	DATE: 11/14/22
REVISED PLOT PLAN	DATE: 3/3/23

LEGEND	
BLDG = BUILDING	(P) = PLAT
BLK = BLOCK	PB = PLAT BOOK
BM = BENCHMARK	PCP = PERMANENT CONTROL POINT
BRG = BEARING	PI = POINT OF INTERSECTION
BSL = BUILDING SETBACK LINE	PLS = PROFESSIONAL LAND SURVEYOR
CATV = CABLE TELEVISION	POB = POINT OF BEGINNING
CBS = CONCRETE BLOCK STRUCTURE	POC = POINT OF COMMENCEMENT
C/L = CENTERLINE	PRM = PERMANENT REFERENCE MONUMENT
CLF = CHAIN LINK FENCE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CMF = CONCRETE MONUMENT FOUND	PT = POINT OF TANGENCY
CMP = CORRUGATED METAL PIPE	PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
CONC = CONCRETE	PUE = PUBLIC UTILITY EASEMENT
COR = CORNER	REF = REFERENCE
(D) = DEED	R/W = RIGHT OF WAY
DB = DEED BOOK	SFHA = SPECIAL FLOOD HAZARD AREAS
DHF = DRILL HOLE FOUND	TEL = TELEPHONE RISER
ELEC = ELECTRIC	TYP = TYPICAL
ELEV = ELEVATION	UP = UTILITY POLE
EOP = EDGE OF PAVEMENT	WD = WOOD
ESMT = EASEMENT	WIT-COR = 5/8" IRON ROD SET WITH
FB = FIELD BOOK	CAP "WITNESS LB 7838"
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY	WM = WATER METER
FF = FINISHED FLOOR	XCF = CROSS CUT FOUND
FNC = FENCE	
FND = FOUND	
FP&L = FLORIDA POWER & LIGHT COMPANY	
ID = IDENTIFICATION	
IPF = IRON PIPE FOUND	
IRC = IRON ROD & CAP FOUND	
IRF = IRON ROD FOUND	
IRR = IRRIGATION	
IRS = 5/8" IRON ROD SET "LB 7838"	
LB = LICENSED BUSINESS NUMBER	
LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR	
(M) = MEASURED	
NAVD = NORTH AMERICAN VERTICAL DATUM	
NDF = NAIL & DISK FOUND	
NDS = 1 1/4" NAIL & DISK SET "LB 7838"	
NGVD = NATIONAL GEODETIC VERTICAL DATUM	
No. = NUMBER	
ORB = OFFICIAL RECORDS BOOK	
O/S = OFFSET	

**LEGAL DESCRIPTION:**  
 LOT 3 AND THE WEST 1/2 OF LOT 4, BLOCK 32, WILCOX PLAT OF MELBOURNE BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

**NOTES:**

- BEARINGS BASED ON THE S. R/W LINE BEING WEST AS PER ASSUMED DATUM (SEE SKETCH)
- ELEVATIONS BASED ON BREVARD COUNTY BENCHMARK 7080A41RM2 BEING AN ELEVATION OF 9.95 FEET NAVD 1988.
- FLOOD ZONE "X", MAP No. 12009C0612H COMMUNITY No. 125128, JANUARY 29, 2021. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
- HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5J-17-6.003
- BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
- ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
- UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

**CERTIFIED TO:**  
 BGL INVESTMENTS, LLC

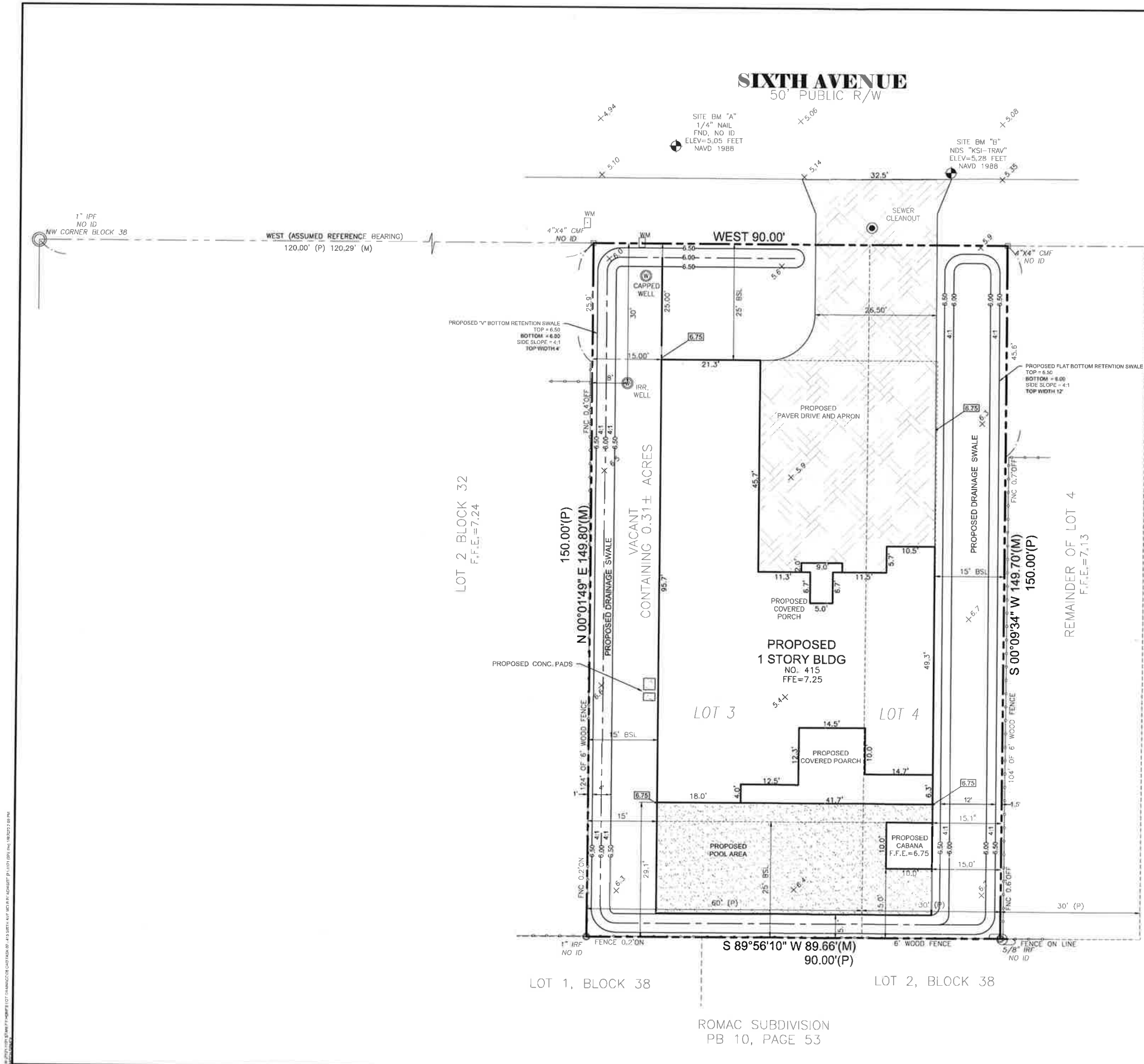
JOB No. 40730  
 FB 20-15-60  
 WILCOXMB/L3B32

**CERTIFICATION:**  
 I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

*Joel Seymour* DATE: 3/3/23  
 JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER  
 STATE OF FLORIDA No. LS 6133

**Kane Surveying, Inc.**  
 FLORIDA LICENSED BUSINESS No. LB 7838  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427 FAX (321) 984-1448

DRAWN BY: JIL/JED SCALE 1 INCH = 30 FEET



DATE	REVISIONS	COMMENTS
1/6/2023	DWB/BAM	
1/6/2023	RMS	
1/6/2023	BAM	

**SITE INFORMATION**

**APPLICANT:**  
STANLEY RIMES

**SITE DESCRIPTION:**  
LOT 4 AND THE WEST 10' OF LOT 4, BLOCK 32, WILCOX PLAT OF MELBOURNE BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGES 58, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**SURVEY**  
REFER TO BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY KANE SURVEY INC

**FINISHED FLOOR NOTE**

- ALL BUILDINGS SHALL BE CONSTRUCTED WITH THE LOWEST FINISHED FLOOR ELEVATION (F.F.E.) AT LEAST 18" ABOVE THE CROWN OF THE HIGHEST STREET PERPENDICULAR TO THE FOUNDATION TO WHICH THE PROPERTY ABUTTS (525 + 1.5 = 6.85 min.)
- SITE IS LOCATED IN FEMA FLOOD ZONE "X" NO ADDITIONAL FLOOD REQUIREMENTS.

**ELEVATION NOTE**

- ELEVATION OF THE HIGHEST POINT OF ROOF OF MAIN STRUCTURE = 34.32'
- ELEVATION OF THE HIGHEST POINT OF ROOF OF POOL CABANA = 20.50'

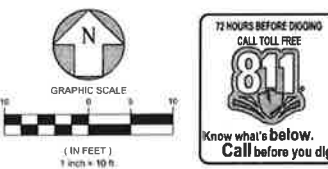
**AREA CALCULATIONS**

1. SITE AREA	= 13,500 S.F.	= 100.00%
2. IMPERVIOUS AREAS:		
a. RESIDENCE	= 3,603 S.F.	= 26.7%
b. POOL AND DECK/CABANA	= 1,440 S.F.	= 10.7%
c. PORCHES	= 412 S.F.	= 3.0%
d. DRIVEWAY AND PADS	= 2,385 S.F.	= 17.7%
TOTAL	= 7,840 S.F.	= 58.1%
3. PERVIOUS AREAS:	= 5,660 S.F.	= 41.9%

**LEGEND**

- PROPOSED PAVERS
- PROPOSED CONCRETE
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING WELL
- EXISTING WOOD FENCE
- PROPOSED CONTOUR
- CMF CONCRETE MONUMENT FOUND
- F.F.E. FINISHED FLOOR ELEVATION
- IRF IRON ROD FOUND
- NO ID NO IDENTIFICATION

**Bruce A Moia**  
No. 47528  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER



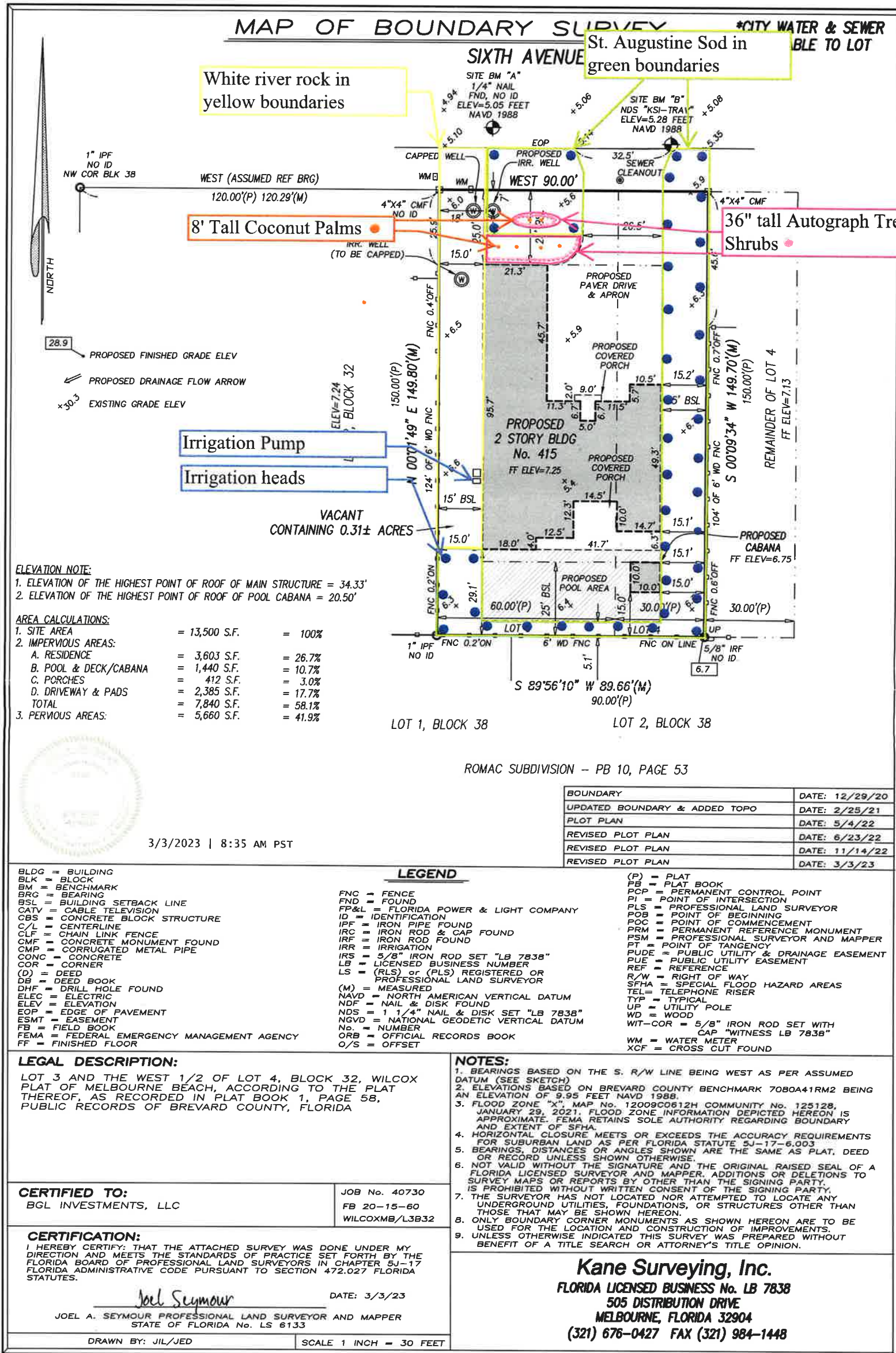
**C-1**  
1/6/2023  
21-1121  
PERMITTING SET

**MBV ENGINEERING, INC.**  
CIVIL & STRUCTURAL • SURVEYING • ENVIRONMENTAL  
1221 MELBOURNE, FLORIDA 32935  
P: 321-255-9111 F: 321-255-9111  
WWW: 772-448-0033 FT PAVIC: 772-448-0033 PALM CITY: 772-448-9999

415 SIXTH AVE.  
MELBOURNE BEACH FLORIDA

STANLEY RESIDENCE LOT  
DRAINAGE

TOWN OF MELBOURNE BEACH, FLORIDA



## Town Commission Agenda Item

**Section:** Consent Agenda

**Meeting Date:** May 17, 2023

**Subject:** Clarification on the motion that was made during the May 19, 2023, Regular Town Commission meeting regarding the proposed Bowman contract for a conceptual site plan for the boat ramp

**Submitted By:** Town Clerk Amber Brown

### **Background Information:**

During the May 19, 2023, Regular Town Commission meeting there was a motion made on new business item B – consideration of the proposed contract for a conceptual site plan for the boat ramp.

The motion made was:

**Vice Mayor Joyce Barton moved to review and consider the proposed contract for the conceptual site plan for the boat ramp from Bowman Consulting in the amount of \$850.00; Commissioner Marivi Walker seconded; Motion carried 5-0.**

The motion that was made states “review and consider the proposed contract”, but it does not specifically state that the contract was approved.

### **Recommendations:**

Clarify that the motion made was to include approving the proposed contract.





**TOWN BOARD VOLUNTEER APPLICATION**  
**Town of Melbourne Beach**  
**507 Ocean Avenue**  
**Melbourne Beach, Florida 32951**  
**Phone: (321) 724-5860 Fax: (321) 984-8994**

1. Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_
2. Home Address: \_\_\_\_\_
3. Mobile Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: \_\_\_\_\_  
 (Use additional sheets if necessary or submit resume)
6. Date of birth: \_\_\_\_\_ (to verify voter registration)  
 (optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
 If yes, which board? \_\_\_\_\_
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
 \_\_\_\_\_
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Joanne Solley Hansen

Date: 3-31-2023 \_\_\_\_\_



## TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Dayle Hinman Farrell Home Phone: 321-674-9391
2. Home Address: 419 Anchor Key Melbourne Beach, FL 32951
3. Mobile Phone: 321-720-3457 E-mail address: DayleLHinman@gmail.com
4. Business Name: retired law enforcement Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: BS Criminology. I volunteer as a docent  
(Use additional sheets if necessary or submit resume) at old Town Museum.
6. Date of birth: 09-21-1952 (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
If yes, which board? History Preservation and Awareness
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? I have extensively  
researched the Ryckmans and other pioneer families in M.B.
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: [Handwritten Signature]

Date: 31 March 2023



## TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Diana Beacham Home Phone: 321 984 7337
2. Home Address: 212 Surf Bd Melb Bch
3. Mobile Phone: 321 890 7387 E-mail address: buzzybuzzard2004@yahoo.com
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: Masters Education  
(Use additional sheets if necessary or submit resume)
6. Date of birth: \_\_\_\_\_ (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
If yes, which board? Ryckman House
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> History Preservation and Awareness <u>house</u>
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
Experience
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Diana Beacham

Date: 3-31-2023



## TOWN BOARD VOLUNTEER APPLICATION

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, Florida 32951

Phone: (321) 724-5860 Fax: (321) 984-8994

1. Name: Gail Gowdy Home Phone: 321-522-9471
2. Home Address: 215 Ash Ave. Melbourne Beach fl 32951
3. Mobile Phone: 321-522-9471 E-mail address: gwgowdy@gmail.com
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: \_\_\_\_\_  
(Use additional sheets if necessary or submit resume)
6. Date of birth: 04-26-1951 (to verify voter registration)  
(optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
If yes, which board? HPAB
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
Serving now and wish to remain \_\_\_\_\_
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

5/10/23



**TOWN BOARD VOLUNTEER APPLICATION**  
**Town of Melbourne Beach**  
**507 Ocean Avenue**  
**Melbourne Beach, Florida 32951**  
**Phone: (321) 724-5860 Fax: (321) 984-8994**

1. Name: Karen Fenaughty Home Phone: 321-432-9152
2. Home Address: 323 Third Ave. Melbourne Beach, FL
3. Mobile Phone: 321-432-9152 E-mail address: karenfenaughty@gmail.com
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: Sr. Energy Research Analyst with UCF Florida Solar Energy  
 (Use additional sheets if necessary or submit resume)
6. Date of birth: 3/18/1968 (to verify voter registration)  
 (optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
 If yes, which board? Environmental Advisory Board
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input checked="" type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
Sr. Energy Research Analyst with UCF Florida Solar Energy Center
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: \_\_\_\_\_

*Karen Fenaughty*

Date: 5/11/23



**TOWN BOARD VOLUNTEER APPLICATION**  
**Town of Melbourne Beach**  
**507 Ocean Avenue**  
**Melbourne Beach, Florida 32951**  
**Phone: (321) 724-5860 Fax: (321) 984-8994**

1. Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_
2. Home Address: \_\_\_\_\_
3. Mobile Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_
4. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_
5. Resume or Education & Experience: \_\_\_\_\_  
 (Use additional sheets if necessary or submit resume)
6. Date of birth: \_\_\_\_\_ (to verify voter registration)  
 (optional)
7. Are you a qualified elector of the town?  YES  NO
8. Are you a resident of the town?  YES  NO
9. Do you reside in the town for at least ten (10) months of each calendar year?  YES  NO
10. Do you hold a public office?  YES  NO
11. Do you currently serve on a Town board?  YES  NO  
 If yes, which board? \_\_\_\_\_
12. Please check the board(s) you are interested in serving on:
 

<input type="checkbox"/> Audit Committee	<input type="checkbox"/> History Center Board
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> History Preservation and Awareness
<input type="checkbox"/> Civil Service Board	<input type="checkbox"/> Parks Board
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> Planning and Zoning Board
<input type="checkbox"/> Environmental Advisory Board	<input type="checkbox"/> Police Pension Fund Board of Trustees
13. Why do you think you are qualified to serve on this board? \_\_\_\_\_  
 \_\_\_\_\_
14. Would you consider serving on another board other than the one(s) you have selected above?  
 YES  NO

Note: Persons appointed to certain town boards must file a financial disclosure form with the Brevard County Supervisor of Elections and Florida Commission on Ethics. If you have any questions, please call the Town Clerk's office at 724-5860.

Signature: Bret Johnson

Date: 05/08/23

## Town Commission Agenda Item

**Section:** Old Business

**Meeting Date:** May 17, 2023

**Subject:** Proposed Resolution 2023-01 – ~~Historical Preservation and Awareness Board~~  
Ryckman House History Board

**Submitted By:** Town Clerk Amber Brown

### **Background Information:**

At the March 3, 2021, Town Commission Workshop the Commission discussed setting meeting parameters for the Historical Preservation and Awareness Board.

At the June 16, 2021, Regular Town Commission Meeting the Commission discussed reauthorizing the Resolution for a two-year term and in 2023 consider designating it as a permanent Board. A motion was made to create a new resolution reauthorizing the Historical Preservation and Awareness Board.

At the February 15, 2023, Regular Town Commission Meeting a copy of the draft resolution from 2021 was presented and below are the items discussed.

- Change the name of the Board to include Ryckman House
- Term limits from two-year to three-year terms
- Increasing the number of members to seven plus two alternates

At the March 14, 2023, Historical Preservation and Awareness Board Meeting the proposed resolution was presented to the Board.

### **Attachments:**

Resolution 2023-01

### **Recommendations:**

Discuss and consider approval of Resolution 2023-01

**RESOLUTION 2023-01**

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH, BREVARD COUNTY, FLORIDA, RELATING TO THE CREATION OF A TOWN ~~HISTORICAL PRESERVATION AND AWARENESS BOARD~~ RYCKMAN HOUSE HISTORY BOARD; MAKING FINDINGS; CREATING THE BOARD AND PROVIDING PURPOSE AND DUTIES; PROVIDING FOR APPOINTMENT AND SPECIFYING TERMS; PROVIDING FOR OFFICERS AND RULES AND PROCEDURES; SPECIFYING DURATION; PROVIDING FOR THE REPEAL OF CERTAIN INCONSISTENT RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission has determined a need to provide a mechanism through which matters ~~involving historical preservation and awareness regarding Melbourne Beach's~~ of the Ryckman House's rich history can be implemented in the community;

**WHEREAS**, the Town Commission finds that the history ~~of the community~~ and preservation of the ~~community's historical assets~~ Ryckman House is of growing concern to the community;

**WHEREAS**, the Town Commission created the Historical Preservation and Awareness Board on February 18, 2004, by Resolution 730 and it has been meeting and affirmed yearly, it now sees the need to make the Board official by this ~~Ordinance~~ Resolution under the name Ryckman House History Board.

**WHEREAS**, the Town Commission finds that this Resolution will promote the public welfare and economic order of the community by providing a board to provide advice to the Town Commission with regard to the preservation of ~~historical structures, such as the Ryckman House., the Town Community Center, and other historical structures not covered by established Boards, as well as historical events and dates and other issues related to the Town's history.~~

**NOW, THEREFORE, BE IT RESOLVED by the Town of Commission of the Town of Melbourne Beach, Brevard County, Florida:**

**SECTION 1. ESTABLISHMENT; PURPOSE AND DUTIES.** There is hereby created a special Board of the Town to be as the ~~HISTORICAL PRESERVATION AND AWARENESS~~ RYCKMAN HOUSE HISTORY BOARD. The Board shall be viewed as advisory in nature and not as a standing Board.

Said Board is created and shall have the power and authority to:



- (1) Upon request by the Town Commission, review and make advisory comments with regard to ordinances, resolutions, historical preservation programs, and grants relating to the ~~Town's history and preservation of historical structures within the Town~~ Ryckman House;
- (2) Work through and coordinate with the Town Manager's office in the identification of matters relating to the ~~Town's~~ Ryckman House's history in which the Town government should be logically involved;
- (3) After consideration of the costs involved, and the effect on the Town's tax structure and funding sources, as appropriate advise the Town Manager and the Town Commission with regard to matters of interest, including programs to preserve ~~historical structures~~ the Ryckman House; and
- (4) Undertake tasks relating to making the Town aware of its history and providing for the preservation of ~~historical Town buildings~~ the Ryckman House, as may from time to time, be requested by the Town Commission.

## **SECTION 2. APPOINTED MEMBERS; TERMS.**

- (a) The Board shall consist of ~~five (5)~~ seven (7) members, plus 2 alternate members and ~~up to 3 non-residents, ex-officio~~ have unlimited non-voting contributors. The alternate members will have a voice but not a vote in all Board deliberations, unless one or more regular members are absent, in which case the alternate members are authorized to vote in accordance with their designation. All voting members of the Board shall during their term of service be residents of the Town. ~~Up to three (3) non-residents of the Town may be appointed to serve as non-voting, ex-officio members of the Board.~~ Non-voting contributors will have a voice but not a vote in all Board deliberations.
- (b) Members shall be appointed for a three-year term and shall be eligible for reappointment.

## **SECTION 3. OFFICERS; RULES AND PROCEDURES.**

- (a) Members of the Board shall annually select one of the voting members as Chairperson and a voting member as Vice-Chairperson and a voting member as Secretary.
- (b) The presence of ~~three (3)~~ four (4) voting members shall constitute a quorum.
- (c) The Board will meet on the second (2nd) Tuesday of each month and otherwise as necessary to conduct its business.
- (d) The Board shall formulate its own rules, policies, and procedures as needed. In the absence of formulation of said rules, Roberts' Rules of Order shall be utilized.

(e) All meetings of the Board and an agenda of said meeting shall be advertised at least three (3) days prior to the said meeting by posting a notice at Town Hall setting forth the time, place, and date of said meeting, and agenda of said meeting.

(f) Minutes shall be taken at all Board meetings, and consistent with the Government-in-the-Sunshine Act, Section 286.011, Florida Statutes, all meetings shall be open to the public.

**SECTION 4. DURATION.** The Board shall come into existence upon approval of this resolution. The Board's existence shall terminate as directed by the Commission.

**SECTION 5. SEVERABILITY.** In the event that any term, provision, clause, sentence, or section of this ~~Ordinance~~ Resolution shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason, whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ~~Ordinance~~ Resolution, and this ~~Ordinance~~ Resolution shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

**SECTION 6. RESOLUTIONS IN CONFLICT.** All resolutions or parts thereof that may be determined to be in conflict herewith.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Melbourne Beach, Florida at a regular meeting held this \_\_\_\_\_.

## **Town Commission Agenda Item**

**Section:** Old Business

**Meeting Date:** May 17, 2023

**Subject:** Resolution 2023-02 Amendments to Town Commission Rules and Procedures (Order of Meeting Agenda)

**Submitted By:** Town Attorney Repperger

### **Background Information:**

On April 19, 2023, Vice Mayor Barton proposed various modifications to the Order of Items on the Town Commission Meeting Agenda.

After discussion, the Town Commission came to consensus on various changes to the Order of its Meeting Agenda.

The attached proposed Resolution 2023-02 modifies the established Town Commission Rules and Procedures to amend the Order of the Items on the Town Commission Agenda in accordance with the Town Commission's direction.

### **Attachments:**

- Proposed Resolution 2023-02

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE TOWN OF MELBOURNE BEACH BREVARD COUNTY, FLORIDA MODIFYING AND RESTATING TOWN COMMISSION RULES AND PROCEDURES; MAKING FINDINGS; ESTABLISHING MEETING RULES OF PROCEDURE; ESTABLISHING THE SEATING ARRANGEMENTS AT MEETINGS; SETTING THE AGENDA; PROVIDING FOR ACTION BY CONSENT; SETTING THE TYPES OF MEETINGS; PUBLIC NOTICE OF MEETINGS; SETTING FORTH RULES TO ADDRESS THE TOWN COMMISSION AND PROCEDURES TO ADDRESS LAND DEVELOPMENT AND QUASI-JUDICIAL MATTERS; PROVIDING FOR COMMISSION AND STAFF RESPONSE TO PUBLIC COMMENTS; SETTING RULES OF DEBATE; SETTING A TIME FOR ADJOURNMENT OF MEETINGS; PROCEDURES FOR MINUTES OF TOWN COMMISSION MEETINGS; PROVIDING PROCEDURES FOR AMENDING OF THE RULES; REPEALING PRIOR RULES OF PROCEDURE; PROVIDING THE METHODOLOGY FOR REQUESTS BY A COMMISSION FOR ACTION BY THE TOWN MANAGER, TOWN CLERK, OR TOWN STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission recognizes and acknowledges the need and requirement for established procedures to be implemented in order to facilitate orderly and respectable regular and special Town Commission meetings; and

**WHEREAS**, the Town Commission desires to define its procedures in a single document which will allow interested parties to easily understand Commission procedures and that may be revised from time to time in response to changing circumstances, and

**WHEREAS**, this resolution shall act as a guide and framework for Town Commission procedures;

**WHEREAS**, this resolution is intended to supersede all previously adopted rules of procedures, including but not limited to Resolution Nos. 702, 708, 729, 744, 3-2005, 2007-15, 2008-22, 2009-10, 2012-01, 2012-02, 2012-14, 2016-01, and 2016-12.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Melbourne Beach, Brevard County Florida that the following policies and procedures are hereby accepted, amended, restated, adopted, and words underlined constitute new text, and words ~~stricken through~~ constitute deleted text:

## **Section 1. Rules of Procedure.**

(A) Pursuant to Section 1-20, Town Code, the Town Commission shall utilize the Robert's Rules of Order, Newly Revised (10<sup>th</sup> ed. 2000) as its official rules of procedure.

[**COMMISSION INTENT:** Currently, the 10<sup>th</sup> edition of Robert's Rules of Procedure is the most current version of the rules.]

(B) These policies and procedures shall be adopted, amended, or repealed by amending the adopting resolution. These policies and procedures shall supplement and supervene Robert's Rules of Order to the extent of a conflict.

(C) These policies and procedures may be adopted, amended, or repealed by a two-thirds vote of the full Town Commission.

## **Section 2. Seating at Meetings.**

(A) The seating of Commissioners at any meeting shall be as set forth herein. The Mayor shall be seated in the middle with two Commissioners seated on the Mayor's right and two Commissioners seated on the Mayor's left.

(B) The following seating arrangement shall be used unless all Commissioners agree on an alternative seating arrangement. The Commissioner having the most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's right. The Commissioner having the second most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's left. The Commissioner having the third most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's extreme right. The Commissioner having the fourth most consecutive or non-consecutive service on the Commission shall be seated to the Mayor's extreme left.

In the event that two Commissioners are tied for the amount of service on the Commission and if both members were most recently selected at the same election, the Commissioner winning by the greater number of votes shall be considered to be the more senior member of the Commission.

If two Commissioners are tied for seniority, seniority shall be determined by the flip of a coin by the Town Clerk in the presence of both Commissioners, and the member whose last name begins with the letter closest to "z" shall be designated as having called heads.

### Section 3. Setting the Agenda.

(A) The Town Manager and Town Clerk prepare the agenda for a regular meeting. The order of business for a regular meeting shall be as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance and Moment of Silence
- ~~4. Proclamations and Awards~~
- ~~5. Presentations by Special Guests~~
- ~~6. Boards and Committees~~
  - ~~a. Reports by all Boards and Committees~~
  - ~~b. Appointments and Reappointments~~
- ~~7. Public Comment~~
- ~~8. Changes to the Agenda~~
- ~~9. Consent Agenda~~
  - ~~a. Approval of Minutes~~
- ~~10. Public Hearings~~
- ~~11. Old Business~~
- ~~12. New Business~~
- ~~13. Reports:~~
  - ~~a. Town Attorney~~
  - ~~b. Town Manager~~
  - ~~c. Departments~~
  - ~~d. Town Commissioners~~
- ~~14. Adjournment~~
4. Meeting Agenda-Additions/Deletions/Changes
5. Consent Agenda
6. Proclamations/Presentations/Awards
7. Finance/Budget Report
8. Department and Board/Committee Reports
9. Public Comment (non-Agenda items)
10. Public Hearings/Special Orders
11. Unfinished Business
12. New Business
13. Administrative Reports
14. Commission Reports
15. Task List
16. Public Comment
17. Adjournment

(B) Adding Items to the Agenda:

(1) The general closing date for items to be placed on the Town Commission regular meeting agenda is 5 p.m. on the Wednesday preceding the scheduled regular meeting.

(2) A Commissioner may request any action item one on which the Commission will vote) or discussion item to be placed on the upcoming regular meeting agenda. The Commissioner desiring to have an item placed on the agenda shall notify the Town Clerk and present the item in writing to the Town Clerk no later than the closing date outlined in item (1) above. Notification to the Town Clerk shall be done in writing with the item written as it should be presented on the agenda. The agenda title shall state the specific purpose or topic of the item. Items with a vague title will not be included on the agenda. The name of the Commissioner requesting the topic shall also be identified with the agenda item. Items placed on an agenda by a Commissioner must include associated backup. Such backup must be submitted to the Town Clerk for inclusion in the agenda packet by 5 P.M. on the Wednesday preceding the scheduled regular meeting.

(3) Staff members may request that the agenda be supplemented with an additional item after the closing date by requesting such item through the Town Manager. Supplemental items should be administrative, time-sensitive items. In no event shall items be added to a Town Commission regular meeting agenda within the forty-eight (48) hours preceding such meeting.

(4) No item, once placed on an agenda, may be removed there-from without the approval of the Commissioner placing the item on the agenda. An item placed on the agenda by the Town Manager may be removed by the Town Manager at any time. An item placed on the agenda by the Town Attorney may be removed by the Town Attorney at any time.

**Section 4. Action by Consent.** By general, unanimous, or silent consent, the Commission can do business with little regard for the rules of procedure, as they are made for the protection of the minority, and when there is no minority to protect, there is little need for the restraint of the rules, except such as protect the rights of absent members. In the former case the consent of the absentees cannot be given. A single objection defeats a request for general consent. By the legitimate use of the principle that the rules are designed for the protection of the minority, and generally need not be strictly enforced when there is no minority to protect, business may be greatly expedited. When there is evidently no opposition, except in the case of state law requiring a recorded vote or when an ordinance or written resolution is being adopted in final form, the formality of voting can be avoided by the Mayor asking if there is any objection to the proposed action, and if there is none, announcing the result. The action thus taken is said to be done by general consent, or unanimous or silent consent. Thus, after an order has been adopted limiting the speeches to two minutes each, if a speaker is so interesting that when his time has expired there is a general demand for him to go on, the Mayor, instead of waiting for a motion and taking a vote, could accept it as the will of the assembly that the speaker's time be extended, and would direct him to proceed. Or, he might say that if there is no objection, the member's time will be extended two minutes, or some other time. (Excerpts from Roberts' Rules of Order).

## **Section 5. Types of Meetings.**

(A) **Regular Meetings:** Regular meetings of the Town Commission shall be held on the third Wednesday of each month in the Community Center, unless the Town Commission designates a different date, time or place by a consensus of the Town Commission present at a preceding meeting. At a regular meeting of the Commission, motions may be made and action taken on any subject on the agenda. Administrative or emergency issues may be added to the agenda, but no final action may be taken if the Charter, the Code, Florida or Federal law require an advertised public hearing.

(B) **Special Meetings:** Special meetings may be called in accordance with Section 2.11 of the Town of Melbourne Beach Charter, which states as follows: Section 2.11. "Special meetings limited to the subjects specified in the call may be convened by the Mayor, any one (1) Commission member, or the Town Manager, upon at least twenty-four (24) hours' notice to each member and to the Public." Additional items shall not be added to the agenda of a special call meeting by any individual.

To the extent possible, the Town Commission shall attempt to schedule special and workshop meetings on the first Wednesday of each month to facilitate planning and scheduling for individual commission members, town staff, and the public. This paragraph is not to be construed that a special meeting shall be automatically mandated for the first Wednesday but only if such a meeting is requested.

(C) **Workshop Meetings:** Workshop meetings shall be called in the same manner as a special meeting. No binding decisions shall be made at a workshop meeting; therefore, motions may be proposed and dispensed with, only to determine the majority intent or desire of the Commission and to facilitate progress of the meeting.

(D) **Emergency Meetings:** Emergency meetings shall be in accordance with Section 2.11 of the Town of Melbourne Beach Charter, which states as follows: Section 2.11. "The Commission shall provide, by ordinance, for the holding of an emergency meeting and shall prescribe the means of serving or furnishing notice of emergency meetings. Action taken at emergency meetings must be ratified at the next regularly scheduled meeting of the Town Commission."

**Section 6. Public Notices.** Public notices for Town Commission regular meetings shall be posted on the Town bulletin board and the Town's website by 5 p.m. on the Friday preceding the regular meeting. However, failure to do so shall not affect the legality of the meeting or the validity of any actions taken at the meeting. Items shall not be added to a Town Commission regular meeting agenda after this time, unless done in accordance with Section 3.B.(3). Special meeting public notices shall be posted in accordance with Section 2.11 of the Town of Melbourne Beach Charter. Workshop meeting and Emergency meeting public notices shall be posted the same as a special meeting. Meeting notices will be posted by staff where allowed.



## **Section 7. Decorum: Addressing the Commission.**

(A) Any speaker who becomes unruly, screams, uses profanity or shows poor conduct may be asked to leave the lectern and return to his seat by the Mayor. Should the speaker refuse to leave the lectern and return to his seat, the Mayor may rule the speaker “out of order.” Should the speaker still refuse to leave the lectern and return to his seat, the Mayor may ask an assigned law enforcement officer to remove the speaker from the meeting.

(B) Any person may be allowed to address the Commission which may include residents and non-residents, property owners or guests invited by the Commission or the Town Manager. Employees of the Town may not address the Commission regarding their job descriptions and/or job related requirements if such comment would circumvent the chain of command. Members of the public shall not address individual members of the Commission but shall address the Commission as a whole through the Mayor.

(C) Speakers must come to the lectern to speak, but they may come to the lectern only after they have been recognized by the Mayor.

(D) No individual shall address the Commission until said person discloses who he or she is representing (if other than himself or herself), and discloses his or her name and address. If the speaker’s name is difficult to spell or otherwise confusing, the Mayor shall stop the speaker from addressing the Commission and ask the speaker to spell his or her name for the benefit of the Clerk and the record.

(E) Special interest groups are encouraged to select a representative to speak for them in order to conserve time and avoid repetition. In the event that a representative is selected, a list of the names and addresses of all concerned citizens who are present may be given to the Town Clerk for inclusion in the record. In no case will the selection of a representative speaker result in another citizen being denied the opportunity to speak.

(F) Members of the public seeking to address the Commission may do so under the “Public Comments” area of the agenda and should prepare their remarks before addressing the Commission in an effort to be concise and to the point. Except as provided in rule sub-section (I) below, members of the public are limited to a total of three minutes to address the Commission. However, by consensus of a majority of the Commissioners present, this time may be extended for a specific additional amount of time. The Town Clerk shall carefully time the presentation of anyone addressing the Commission. This rule of procedure shall be included on agendas to advise the public and those wishing to speak.

(G) If an individual wishes to speak on a Consent item, they may do so by either:

(1) Approaching the Mayor or a member of the Town Commission prior to the start of the meeting and request that the item be removed from the “Consent Agenda”.

(2) Requesting discussion or explanation under the “Public Comments” portion of the agenda understanding that they must address the Commission within the time allotment of 3 minutes. The Mayor, Commission or Staff may then address the individual as outlined in Section 9.

(~~H~~) With regard to quasi-judicial matters, the three-minute rule shall be waived for any person making a record for possible court review. The Mayor shall determine from the speaker the amount of time needed. The Mayor upon showing of good cause by the speaker with the consensus support of a majority of those Commissioners present, shall adjust the amount of time necessary for the speaker to make a record for court review. The Mayor, on its own motion, may shorten the revised time at any time that the speaker becomes redundant or strays from the issues before the Commission.

(~~I~~) Speakers shall address only the issues before the Commission, unless speaking under the “Public Comments” section of the agenda. Speakers shall avoid redundant comments.

(~~K~~) Except in the case of land development items as described in Section 8, the sequence for agenda-item discussion shall be as follows:

- (1) Mayor introduces item by reading it from the agenda.
- (2) Mayor asks for a brief staff overview/explanation of the item.
- (3) The item is open for discussion by the Town Commission.

(4) Each commission member is given an opportunity to speak before a member speaks a second time.

(5) Public Comment will be solicited on all items except those determined to be an exception to the rule by majority vote of the Commission. Citizen comments are limited to three minutes. A speaker may only address the commission one time on an item.

(6) Additional comments from the Commission are entertained.

(7) Mayor asks for a motion to be introduced on the item. Mayor ensures that a second to the motion is received. If no second is received, the Mayor announces that the motion dies for lack of a second. Another motion is solicited.

(8) Mayor calls for a vote.

(~~L~~) The Mayor may pass the gavel to make a motion. The Mayor shall also have the power to recommend to the Commission a particular motion.

(~~ML~~) With the consent of a majority of the members of the Commission present at a meeting, the Mayor has the power to change the order of business on the agenda.

**Section 8. Land Development Issues and Quasi-Judicial Matters.**

(A) Land Development Matters. A land development matter includes quasi-judicial permits or approvals and legislative zoning and comprehensive plan decisions.

(B) The sequence for agenda-item discussion shall be as follows:

(1) The Mayor shall introduce the agenda item;

(2) The Mayor shall request the Town Attorney to read the item by title if an ordinance or resolution is being considered;

(3) The Mayor shall ask the Town Manager, Town Attorney or other appropriate staff member to provide background detail with regard to the proposal;

(4) The Mayor shall ask any member of the Commission who has a voting conflict of interest to disclose the same. In the case of quasi-judicial matters, the Mayor shall ask any member of the Commission conducting an *ex parte* discussion with any non-Town staff person to disclose the same, as well as the substance of the discussion. In the case of quasi-judicial matters, the Mayor shall ask any member of the Commission conducting a site visit to a site subject to Town decision-making to disclose the same and any salient facts relating to the permit under consideration that the member noticed while on site.

(5) The Mayor shall invite the applicant for proposal approval to address the Commission;

(6) The Mayor shall invite citizen comment on the agenda item;

(7) The Mayor shall afford the applicant an opportunity to rebut, correct, or clarify citizen comment;

(8) The Commission discusses the item, including motion/second and other action.

**Section 9. Commission/Staff Response to Public Comments.** If under “Public Comments” a citizen’s concern can be addressed by (1) answering his/her questions; (2) by providing a short explanation; or (3) by Commission’s directing the Town Manager to follow up, such action will be taken.

If responding to the matter will involve Commission discussion and subsequent Commission action or Commission vote, the matter shall be designated as an agenda item for the next regular Town Commission meeting.

If a concern involves a Consent item and cannot be resolved within a reasonable amount of time, the item shall be removed from the "Consent Agenda" and further discussed as the first item under "New Business".

At no point shall members of the Town Commission or Town Staff engage in disorderly conduct when responding to recognized members of the public.

### **Section 10. Rules of Debate.**

(A) During a presentation by a member of the public or staff member, Commissioners, staff members and members of the public shall avoid interrupting the speaker. After a speaker has completed comments or a presentation, the Mayor and members of the Commission may question the speaker.

(B) After all members of the public have been permitted to speak (if a public hearing or other items open to public discussion), the Mayor shall close the floor to the public. The Commission may then discuss the item pending before the Commission. Staff may participate in the discussion to the extent of furnishing information and pointing out the effect of a decision one way or the other. After a reasonable opportunity has been given to Commissioners to speak, the Mayor shall afford the Commission an opportunity to make a motion.

(C) When the Mayor has placed an item on the agenda for debate, the Mayor shall pass the gavel to the Vice Mayor.

(D) Point of Order. A point of order can be raised at any time when any member notices a violation of the rules or when a decision is made by the Chair that should have been made by majority vote of the town commission. The member raising the point of order shall remain seated and verbally state "Point of Order". The chair shall immediately stop the proceedings and discussion, recognize the commissioner who has called the point of order, and ask the commissioner to state the violation or cause. The chair's duty is to make a decision, called a ruling, on the point of order. He may need to check the rules or the bylaws, or ask the parliamentarian for advice, but a point of order is usually ruled on in one of two ways:

The point is declared either "Well-taken," or "Not well-taken," and a short explanation of the ruling is given by the chair.

Should the member calling "point of order" disagree with the Chair's ruling he or she may appeal that ruling (decision) to the town commission by stating as follows:

"I appeal the Chair's ruling."

The Chair shall immediately call for a vote of the town commission as to the ruling. In the event the majority town commission votes in favor of the appeal, the ruling shall not stand and the person calling the appeal may continue with debate or by making a motion.

Should the majority town commission vote against the appeal, the Chair's ruling stands and the meeting proceeds without further discussion on the point of order. In the event of a tie the ruling stands.

A point of order:

- Can interrupt a speaker who has the floor.
- Doesn't need to be seconded.
- Isn't debatable.
- Can't be amended.
- Is decided by the chair: unless appealed
- Can't be reconsidered.

### **Section 11. Time for Adjournment.**

Regular, special, and workshop meetings shall adjourn at the pleasure of the Town Commission. In the interest of time, the Town Commission may elect to call a special meeting or place unfinished items on the next month's regular meeting agenda.

### **Section 12. Minutes.**

(A) The Minutes of the previous meeting(s) shall be presented to the Commission under item a. of the "Consent Agenda".

(B) Commissioners should attempt to contact the Town Clerk prior to noon on Tuesday before any regular meeting of the Commission to advise the Clerk of proposals to revise the minutes. If there is a question about what someone said or how someone voted, this will give the Clerk an opportunity to review the tape and any notes for a given meeting.

(C) At a regular Commission meeting, the Clerk shall advise the Commission of any revisions to be made to a pending set of minutes. If there are additional revisions to be included, the minutes shall be pulled from the "Consent Agenda" to be discussed under "New Business".

(D) After acknowledging the revisions to the minutes, the Mayor shall permit the minutes to be approved with the remainder of the "Consent Agenda".

(E) Minutes must be approved by at least three votes of the Commission.

(F) As provided in Section 1-26(d)(1)(B), of the Town Code, if minutes of a previous meeting are critical to a debate on an upcoming agenda by the Town Clerk, Town Manager, or the Town Commission, the Town Clerk shall attempt to prepare draft minutes and distribute them to the Commission prior to the meeting, unless excused from doing so

by the Mayor. In all other cases, draft minutes shall be released as soon as possible after the Commission meeting to which they apply. Draft minutes shall be considered to be a public record once they have been completed by the Town Clerk; however, shall not be available via the Town website until approved by the Town Commission.

As provided in Section 1-26(c)(3), of the Town Code, any member of the Commission may have attached to the minutes an explanation of why said Commissioner voted in a particular manner. Said explanation shall not be subject to a vote by the other Commissioners and shall not exceed 250 words. The explanation must be submitted by the agenda closing date for the next regular meeting. Said explanation shall not contrast the Commissioner's vote with other members of the Commission. Said explanation shall show respect for the position of other Commissioners and shall merely explain why the Commissioner voted as he or she did. The explanation may be expunged from the minutes and maintained as a separate public record by a majority vote of the Commissioners for failure to adhere to this rule subsection.

**Section 13. Amendment of Rules.** As provided in Section 1-20, Melbourne Beach Code of Ordinances, the Town Commission may by four (4) votes amend or terminate rules of procedures.

**Section 14. Effective Date; Repeal of Prior Rules.** These rules are effective-immediately upon adoption. All prior rules of procedure of the Town Commission adopted by resolution, be and the same are hereby repealed, including but not limited to the rules set forth in Resolution No. 2016-12 (adopted October 19, 2016); Resolution 2016-01 (adopted February 17, 2016); Resolution No. 2012-14 (adopted December 19, 2012); Resolution No. 2012-02 (adopted March 21, 2012); Resolution No. 2012-01 (adopted January 18, 2012); Resolution No. 2009-10 (adopted July 15, 2009); Resolution No. 2009-10 (adopted July 15, 2009); Resolution No. 3-2005 (adopted May 18, 2005); Resolution No. 2008-22 (adopted Dec. 17, 2008); Resolution No. 2007-15 (adopted Dec. 19, 2007); Resolution No. 702 (adopted March 20, 2002); Resolution No. 708 (adopted July 17, 2002); Resolution No. 729 (adopted January 21, 2004); and Resolution No. 744 (adopted September 15, 2004).

**[TOWN COMMISSION INTENT:** In the past when the Town Commission has adopted new rules, reference has been made in the recitals that it was the intent of the Town Commission to supersede certain former rules. *See, e.g.,* the last recital in Resolution Nos. 3-2005, 2007-15, 2008-22, and 2009-10, all providing that Resolution Nos. 702, 708, 729, and 744 were to be "superseded." However, no former statement of repeal of past rules of procedure has ever been adopted by the Town Commission. The purpose of this provision is to formally manifest the intent of the Town Commission that previous rules of procedure are intended to be repealed, and that this resolution represents the currently effective rules of procedure of the Town Commission.]

In adopting, amending, and restating these rules of procedure, statements of Town Commission intent are not a part of any adopted rule of procedure and merely explain, as a form of legislative intent, the reason for the rule or background information relating to the rule.

**Section 15. Requests by a Commissioner for Action by Town Manager, Town Clerk, or Town Staff.** Any request by a Commissioner for action by the Town Manager, Town Clerk, or Town staff members must be in written form. An e-mail will suffice. In compliance with Section 3.03(b), Charter of the Town of Melbourne Beach, requests for action by a Town staff member must be made to the Town Manager. Requests for action by the Town Clerk may be made directly to the Town Clerk but must be copied to the Town Manager. As used in this section, the term “action” includes any request for information, request for analysis, the production of public records as defined by Chapter 119, Florida Statutes, or the undertaking of any deed or act.

**PASSED AND ADOPTED** by the Town Commission of the Town of Melbourne Beach, Florida at a regular meeting this 17th day of May, 2023.

TOWN OF MELBOURNE BEACH,  
FLORIDA, a Florida Municipal Corporation

ATTEST:

By: \_\_\_\_\_  
Wyatt Hoover  
Mayor

\_\_\_\_\_  
Amber Brown,  
Town Clerk

## Town Commission Meeting

**Section:** New Business  
**Meeting Date:** May 17, 2023  
**From:** Elizabeth Mascaro, Town Manager  
**Subject:** Renewal of Law Enforcement Dispatch Services Agreement

### Background Information:

The Dispatch Services Agreement renews annually, from October 1<sup>st</sup>, through September 31<sup>st</sup>. The agreement provides the Town of Melbourne Beach's Police Department with dispatching radio traffic, emergency and non-emergency requests for assistance, wrecker services, links to recorded telephone and radio traffic, etc.

The FY2022-2023 Agreement is \$18,318.55

### Recommendation:

Approve FY2023-2024 Law Enforcement Dispatch Services Agreement at the cost of \$18,868.11, an increase of \$549.56 of the current Agreement.

### Attachments:

FY2023-2024 Contract



## LAW ENFORCEMENT DISPATCH SERVICES AGREEMENT

**THIS AGREEMENT**, is entered into and made effective the 1<sup>st</sup> day of October, 2023, irrespective of when signed, by and between the Town of Melbourne Beach, a Florida municipal corporation, by and through its Town Commission, (hereinafter referred to as “Melbourne Beach”) and Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as the “Sheriff”). The Town of Melbourne Beach and the Sheriff are herein collectively referred to as the “Parties” and individually referred to as a “Party.”

### WITNESSETH

**WHEREAS**, Melbourne Beach has, as one of its Town departments, a police department, (hereinafter referred to as the “MBPD”); and

**WHEREAS**, the Sheriff currently has a dispatch center to receive calls for law enforcement services and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the “FCC”), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center, hereinafter referred to as “NCIC,” and the Florida Crime Information Center, hereinafter referred to as “FCIC,” all such services being collectively referred to herein as “law enforcement dispatch services;” and

**WHEREAS**, Melbourne Beach desires that the Sheriff provide dispatch services to MBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

**WHEREAS**, the Sheriff is willing to provide dispatch/teletype services to MBPD for law enforcement purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as the MBPD and its officers, all of whom are employees of Melbourne Beach, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.
2. **Authority for this Agreement.** The parties intend that this Agreement constitute an interlocal agreement in accordance with the provisions of Section 163.01, Florida Statutes.

3. **Obligations of the Sheriff.**

- a. During the term of this Agreement, which shall commence on October 1, 2023, and shall continue for a term of one (1) year ending September 30, 2024, the Sheriff shall provide Melbourne Beach with law enforcement dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:
- (1) Receiving on behalf of MBPD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;
  - (2) Dispatching radio traffic;
  - (3) Dispatching wrecker service upon the request of MBPD;
  - (4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and
  - (5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. The Sheriff shall be the record holder and MBPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to MBPD relative to the FCIC/NCIC functions, the following will apply as to procedures:
    - (a) FCIC/NCIC entries will be made with the approval from the MBPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the MBPD report writer. The information provided by MBPD to the Sheriff's Judicial Process Unit, whether via phone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.
    - (b) The record owner shall provide original reports and supplemental reports to the Sheriff's Judicial Process Unit. The record holder will store the original documents along with the entry/cancellation request form in a file cabinet located in the Sheriff's Judicial Process Unit. The Judicial

Process Technicians employed by the Sheriff will provide hit confirmations/cancellations.

- (c) When appropriate, MBPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by MBPD has been completed, the Judicial Process Unit will notify MBPD and provide a copy of the cancellation to MBPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.
  - (d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary of MBPD. MBPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. The Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by MBPD. The Judicial Process Unit is responsible for all validation audits.
  - (e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of MBPD shall be performed with the approval from the on-duty supervisor of MBPD. Sworn personnel assigned to the Investigations Division of MBPD can request computerized criminal histories as outlined in the FCIC/NCIC training manual.
  - (f) All calls, including all walk-ins, that request the non-emergency services of MBPD shall be dispatched through the Sheriff's communication center to the MBPD patrol division, unless otherwise directed by MBPD due to its unavailability.
- b. The Sheriff shall have the sole authority to promulgate rules and regulations for the operation of the Sheriff's communication center. MBPD and the Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires the continuous review and improvement of the structure, system and procedures. On occasion, problems will occur. The on-duty supervisors employed by the Sheriff and employed by MBPD who experience any problems or concerns shall work to resolve such issues at their level at the time that a problem or concern arises. If, however, a

resolution cannot be reached at the on-duty supervisor level, the Sheriff's communications center and/or Judicial Process and the MBPD Administration Division Sergeant shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the parties, the issue shall then be brought to the MBPD Chief of Police and the Sheriff for resolution.

- c. The MBPD Chief of Police and the Sheriff, or his designee, shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control and nearest available patrol vehicle protocols.
4. **Covenants of Melbourne Beach.** Melbourne Beach represents, warrants, covenants and agrees that employees of Melbourne Beach, including the sworn law enforcement officers, shall:
- a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC, with regard to the use of dispatch services provided by the Sheriff;
  - b. Abide by all the terms and conditions of the *Criminal Justice User Agreement* bilaterally executed between the Florida Department of Law Enforcement and the Sheriff, on April \_\_\_\_ 2023, a copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;
  - c. Abide by all the terms and conditions of the *Interagency Agreement for Criminal Justice Information Exchange, Services, and Support* bilaterally executed between the Melbourne Beach Police Department and the Sheriff, on April 26, 2022, a copy of which is attached to this Agreement as **Exhibit "B"** and by this reference incorporated herein;
  - d. Make use of the dispatch services only for bona fide law enforcement purposes; and
  - e. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the FCIC/NCIC information systems, and to promptly notify the Sheriff of any corrections, modifications, or cancellations necessary with regards to information or data entered at the request or direction of employees of Melbourne Beach into the FCIC/NCIC information systems.

5. **Payment.** Melbourne Beach agrees to fund Sheriff for providing services set forth in the Agreement as follows:
  - a. The annualized consideration flat-fee amount payable by Melbourne Beach to Sheriff for services provided to MBPD Fiscal Year 2023/2024 shall be Eighteen-Thousand, Eight-Hundred, Sixty-Eight and 11/100 Dollars (\$18,868.11), which will be paid on or before the first day of October 1, 2023.
  - b. Notwithstanding the foregoing, the annualized consideration flat-fee amount shall be reviewed annually and shall be negotiated and agreed to by the parties on or before May 31, 2024, for the following fiscal year (2024-2025). If this Agreement is terminated by either party prior to the end of the 12-month term, the Sheriff shall reimburse MBPD in a fractional amount of the full payment had this Agreement not been terminated prior to the expiration date of this Agreement, the numerator of which shall be the number of days that this Agreement had been in force during the 12-month term and the denominator of which shall be 365.
6. **Independent Relationship.** Melbourne Beach and its employees, including sworn law enforcement officers of MBPD, shall at all times during the term of this Agreement be considered independent of the Sheriff and not as agents or employees of the Sheriff. Furthermore, the Sheriff is not providing any employee of Melbourne Beach, including, but not limited to, sworn law enforcement officers of MBPD, with any law enforcement authority by virtue of this Agreement.
7. **Indemnification.**
  - a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Melbourne Beach agrees that, to the limited extent of negligence or intentional misconduct attributable to Melbourne Beach or its employees or agents (including employees assigned to MBPD), it shall indemnify, defend and hold the Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by the Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by the Sheriff. The foregoing shall not be construed as a waiver by Melbourne Beach of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The parties acknowledge that specific consideration has been exchanged for this provision.

- b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Sheriff agrees that, to the limited extent of negligence or intentional misconduct attributable to the Sheriff or his employees or agents, it shall indemnify, defend and hold the Melbourne Beach, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the dispatch services provided by the Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by the Sheriff. The foregoing shall not be construed as a waiver by the Sheriff of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The parties acknowledge that specific consideration has been exchanged for this provision.
- c. The parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 7a and 7b, above, will be unenforceable and ineffective should they be found to be in violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.
8. **Assignability.** This Agreement may not be assigned by either party under any circumstance.
9. **Venue.** The parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.
10. **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the parties and supersede all prior offers, negotiations and agreements.
11. **Governing Law.** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.
12. **Construction of Agreement.** This Agreement has been drafted and prepared by the Sheriff's attorney as a convenience, and the parties have read and negotiated all of the language of this Agreement. The parties acknowledge and agree that, because both parties participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.

13. **Savings Clause.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. **No Waiver.** The failure of any of the parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.
15. **Term of this Agreement.** This Agreement shall be effective the 1<sup>st</sup> day of October, 2023, irrespective of when signed by the parties, and will terminate on September 30, 2024; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial term, and any renewal terms, this Agreement shall automatically renew for another one-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement.
16. **Termination of this Agreement.**
  - a. **Due to Breach:** In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days receipt of written notice of such breach or default. If the breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability. Notwithstanding the foregoing, the Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no waiting period and without penalty or liability, if the Sheriff determines that Melbourne Beach, including any employee of Melbourne Beach assigned to MBPD, which shall include a sworn law enforcement officer or civilian employee assigned to MBPD, has breached the provisions of this Agreement which places the Sheriff in jeopardy of being able to maintain dispatch services,

including access to the Florida Department of Law Enforcement computer terminals and, thus, access to FCIC/NCIC.

- b. Without Breach: Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other party with at least one hundred and eighty (180) days advance written notice of the intent to terminate this Agreement.

17. **Notices.** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to the Sheriff:

Sheriff Wayne Ivey  
Brevard County Sheriff's Office  
700 Park Avenue  
Titusville, Florida 32780

With a copy to:

Laura Moody, Esq.  
Chief Legal Counsel  
Brevard County Sheriff's Office  
340 Gus Hipp Blvd.  
Rockledge, Florida 32955

If to Melbourne Beach:

Beth Mascaro, Town Manager  
Town of Melbourne Beach  
507 Ocean Avenue  
Melbourne Beach, Florida 32951

or such other address as shall have been furnished in writing to all of the parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.



18. **Attorneys Fees and Costs.** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.
19. **Authorization.** Melbourne Beach represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the Town Commission of the Town of Melbourne Beach, Florida, at a duly noticed Town Commission Meeting.
20. **Filing of Copy of this Agreement.** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.
21. **Severability.** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would clearly violate the present legal and valid intention of the parties.
22. **Force Majeure.** The Sheriff shall not be responsible to Melbourne Beach for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of the Sheriff.
23. **Non-Pledge of Ad Valorem Tax Revenues.** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.
24. **Headings.** The headings of Articles and paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
25. **Sunshine Law.** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments,

security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

If the Town of Melbourne Beach has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the Town of Melbourne Beach duty to provide public records relating to this Agreement, the Board shall contact the Sheriff's Custodian of Records at 321-264-5214, Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

If the Sheriff has questions regarding the application of Chapter 119 and 281, Florida Statutes, to the Sheriff's duty to provide public records relating to this Agreement, the Sheriff shall contact the Town of Melbourne Beach Custodian of Records.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first hereinabove written.

Witnesses:

Brevard County Sheriff

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Wayne Ivey  
Title: Sheriff of Brevard County,  
Florida

Attest:

Town of Melbourne Beach, Florida

\_\_\_\_\_  
Amber Brown, Town Clerk

By \_\_\_\_\_  
Beth Mascaro, Town Manager

(Town Seal)

Approved as to form:

\_\_\_\_\_  
Laura Moody, Chief Legal Counsel  
for Sheriff Wayne Ivey

## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** May 17, 2023

**Subject:** Award of Contract for Document Management and Scanning Services

**Submitted By:** Town Attorney Repperger and Town Clerk Brown

### **Background Information:**

In the Fiscal Year 2022-2023 budget, the Town has allocated the following amounts for Archiving Software (Electronic Records Management) **\$26,000** and Document Scanning **\$24,000**.

MCCi, is an awarded contractor/provider of Document Management and Records Retention Services via contract 01-162 by National Cooperative Purchasing Alliance (NCPA). MCCi is a Florida-based limited liability company providing these services. As part of the NCPA, subject to bidding submittal and review, the awarded contract is eligible for use by other public agencies, including municipalities in the State of Florida. Section 15-27 (j)(3) of the Town Code allows for waiver of local competitive bidding requirements and for the use of comparable competitive bid agreements. MCCi is uniquely qualified to perform the desired services at an acceptable rate, saving time and money in the formal local RFP process.

Laserfiche is a software application and database offered by MCCi and used by many government agencies nationwide and will also be retained to securely host and store public records in an internet cloud-based solution and become the Town's central electronic repository for public records, after scanning. This will improve efficiencies and responses to requests for public records. Town staff will be trained and equipped with hardware and software tools to scan paper documents received, create electronic documents, and electronically retrieve historically stored paper documents without leaving their workstation.

Municipalities in Florida who have utilized or are utilizing MCCi and Laserfiche services via the NCPA agreement include: Daytona Beach, Malabar, Milton, Ocean Ridge, Madeira Beach, Malabar, Marco Island, Naples, Fort Myers, Eagle Lake, Margate, Lady Lake, Altamonte Springs, Rockledge, Plantation, Gainesville, Indiantown, Marianna, Bradenton, Orlando, and Gulfport.

Information regarding the NCPA contract award can be found at:

<https://www.ncpa.us/Vendors/MCCi>

MCCi has provided a Master Service Agreement and two Addendums to perform both Electronic Records/Document Management and Document Scanning Services. Under Addendum 1, the proposed One-Time Services Implementation Fee is **\$15,750.70** and the Recurring Annual Support/Subscription Fee is **\$7,709.50**. The total Cost for the document management function is: **\$23,460.20** (with the Recurring Annual Support/Subscription Fee applicable in successive years). Under Addendum 2, the Total Estimated Project Cost for scanning services (as defined by the Town's needs) is **\$22,002.04**. Estimated costs for both functions are within the approved budgeted allowance for Fiscal Year 2022-2023.

Staff recommends approval of the Master Services Agreement, Addendum 1, and Addendum 2 subject to any edits (not to include change in price) as suggested by the Town Attorney.

**Attachments:**

Master Services Agreement No. 22722

Addendum No. 1 to Master Services Agreement 22722

Addendum No. 2 to Master Services Agreement 22722

Region XIV Education Service Center Award Letter Contract Number 01-162

MCCi Response to NCPA RFP for Documents and Record Management Solicitation Number 36-22

## MASTER SERVICES AGREEMENT NO. 22722

This Master Services Agreement No. 22722 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

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

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

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

### **1. Scope of Service**

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

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional  
Last updated: August 2021

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

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

### **2. Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

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

### **3. Invoicing and Payment**

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

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

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

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

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

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

#### **4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted

by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

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

#### **5. Working Arrangements**

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

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

#### **6. MCCi Personnel**

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

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

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

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

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

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

#### **7. Non-Solicitation**

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

#### **8. Confidential Information**

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

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

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

#### **9. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within

the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

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

#### **10. Data Privacy**

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

#### **11. Warranty**

##### **(a) Services Warranty.**

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

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

set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other



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

**(b) General Warranty.**

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

**12. Indemnification and Limitation of Liability**

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

**(a) MCCi Indemnification.**

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

**(b) Client Indemnification.**

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

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

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

**(c) Indemnification Procedure.**

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

**(d) Limitation of Liability.**

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

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

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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

### 13. Insurance

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

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

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

### 14. Notices

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

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	Town of Melbourne Beach
3717 Apalachee Parkway	509 Ocean Avenue
Suite 201	
Tallahassee, FL 32311	Melbourne Beach, FL 32951
Attn: Legal Department	Attn: Elizabeth Mascaro
Email:	Email:
<a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a>	townmanager@melbournebeachfl.org

### 15. Miscellaneous

#### (a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("**EULA**"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

#### (b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made

available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

#### (c) Client Software Customizations.

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

#### (d) MCCi Software Configuration Services.

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

#### (e) Compliance with Laws.

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

#### (f) Equal Opportunity.

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

#### (g) Excluded Parties List.

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

#### (h) Force Majeure.

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

#### (i) Audit Rights.

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

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

Client shall bear all costs associated with audits.

**(j) Assignment.**

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

**(k) Modification.**

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

**(l) Provisions Severable.**

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

**(m) Dispute Resolution.**

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

**(n) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein,

"include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(o) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(p) Entire Agreement.**

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

**(q) Counterparts.**

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

**(r) Governing Law.**

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

**(s) Bench Trial.**

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

**(t) No Class Actions.**

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

**(u) Limitation Period.**

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

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

**MCCi, LLC**

**TOWN OF MELBOURNE BEACH ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

509 OCEAN AVENUE  
MELBOURNE BEACH, FL 32951

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 22722**

**LASERFICHE CLOUD MUNICIPAL SITE LICENSE ORDER**

Pursuant to Master Services Agreement No. 22722 ("**Agreement**"):

This Laserfiche Cloud Municipal Site License Order, designated as Addendum No. 1 is entered into as of \_\_\_\_\_, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

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

**MCCi, LLC**

**TOWN OF MELBOURNE BEACH ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PRICING: LASERFICHE



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

**Bill /Ship to:** Amber Brown  
[townclerk@melbournebeachfl.org](mailto:townclerk@melbournebeachfl.org)  
**cc AP Contact:** [finance@melbournebeachfl.org](mailto:finance@melbournebeachfl.org)

**Client Name:** Town of Melbourne Beach  
**Client Address:** 509 Ocean Avenue, Melbourne Beach, FL 32951  
**Quote Number:** 25215  
**Order Type:** Net New

**Quote Date:** September 22,2022

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Annual Total</i>
<b><u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u></b>				
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,007.00	\$3,007.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<b>\$3,007.00</b>
<b><u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>				
<input checked="" type="checkbox"/> Managed Support Services for Laserfiche, Level 2	1	\$3,712.50	\$3,712.50	\$3,712.50
<i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>				
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	N/A	\$450.00
<input checked="" type="checkbox"/> MCCI SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$540.00	\$540.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>				<b>\$4,702.50</b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>				<b>\$7,709.50</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Total</i>
<b>MCCi SERVICE PACKAGES</b>				
<input checked="" type="checkbox"/> Records Management Configuration	1	\$9,450.00	\$8,977.50	\$8,977.50
<input checked="" type="checkbox"/> Laserfiche User Training - Full (Remote)	1	\$2,415.00	\$2,294.25	\$2,294.25
<input checked="" type="checkbox"/> Implementation Management	1	\$4,725.00	\$4,478.95	\$4,478.95
<b>GRAND TOTAL - ONE-TIME SERVICES</b>				<b>\$15,750.70</b>
<b>TOTAL LASERFICHE PROJECT COST</b>				<b>\$23,460.20</b>

*All Quotes Expire 30 Days from Quote Date*

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

### **RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

### **SALES TAX**

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

### **REMOTE SERVICES**

All services will be performed remotely unless noted otherwise.

## PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
<b>All Software, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	Post Project Kick-Off

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

## BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>All Software, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	<ul style="list-style-type: none"> <li>▪ <b>Initial Sale:</b> Upon delivery of software or activation of the subscription</li> <li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date</li> </ul>
<b>Service Packages</b>	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.



## SERVICE PACKAGES

### GENERAL ASSUMPTIONS

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

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.

## GENERAL TESTING DEFINITIONS

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

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client’s repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is “transparent” because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

## CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented

- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

#### **MCCI DELIVERABLES**

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

#### **ASSUMPTIONS**

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

## **USER TRAINING**

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

#### **BASIC**

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- |                        |                                |                           |
|------------------------|--------------------------------|---------------------------|
| ▪ Import Options       | ▪ Metadata Reports             | ▪ Annotations Tools       |
| ▪ Laserfiche Scanning  | ▪ Dashboard (Laserfiche Cloud) | ▪ Templates & Fields      |
| ▪ Search and Retrieval | ▪ Export Options               | ▪ OCR and Generating Text |

#### **ADVANCED**

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- |                                |                       |                     |
|--------------------------------|-----------------------|---------------------|
| ▪ Laserfiche Snapshot          | ▪ Version Control     | ▪ User Options      |
| ▪ Microsoft Office Integration | ▪ Tags                | ▪ Repository Design |
| ▪ Advanced Search Syntax       | ▪ Custom Quick Search | ▪ Considerations    |

**CLIENT DELIVERABLES**

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

**MCCI DELIVERABLES**

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

Description	Basic	Full	Advanced
<b>Product Training</b>	Laserfiche Client	Laserfiche Client	Laserfiche Client
<b>Instructor-Led Sessions</b>	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
<b>Great For</b>	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

**IMPLEMENTATION MANAGEMENT PACKAGE**

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

**MCCI DELIVERABLES**

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

## SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

### LASERFICHE

	Managed Support Services MSS 2
<b>Description</b>	
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■
Remote access support through web conferencing service +	■
Access to product update version and hotfixes (Client Download)*	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review (upon Client's request) of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■
Configuration of Laserfiche Quick Fields sessions	■
Basic Records Management Module Overview Training	■
Administration Configuration Services	■
Dedicated Certified Professional	
Proactive recurring consultation calls upon the Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Client's Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET	
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	

+ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries.

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

## **BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)**

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
  - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

## **SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS**

### **CLIENT RESPONSIBILITIES (ALL PACKAGES)**

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

### **MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)**

MCCi's **MSS 2** package provides all of the MSS benefits plus is for clients who need additional administration services.

**MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

## **SERVICE LEVEL AGREEMENT (SLA)**

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

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

## **THE TRAINING CENTER FOR LASERFICHE**

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

### **BENEFITS**

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

## MCCi ASSUMPTIONS

### TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

### PROFESSIONAL SERVICES

#### CHANGE ORDER PROCESS

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

#### CONFIGURATION ASSISTANCE

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

#### TRAVEL

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

#### SCHEDULING

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

### RETURN POLICY

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

### LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

### PRE-EXISTING INTELLECTUAL PROPERTY (IP)

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

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

### CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software



manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

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

## LASERFICHE CLOUD ASSUMPTIONS

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

### REQUIREMENTS

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

### LASERFICHE CLOUD AGREEMENT

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

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

### LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

#### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

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

#### POLICIES

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

#### LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
<b>30+ days before the renewal date</b>	No Fee
<b>1-30 days before or on the renewal date</b>	10% Cancellation Fee
<b>1-30 days after the renewal date</b>	50% Cancellation Fee
<b>30+ days after the renewal date</b>	Non-Refundable

## **OVERAGE FEES FOR DATA STORAGE/BANDWIDTH**

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

## **DATA RESTORATION SERVICES**

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

## **LASERFICHE SOLUTION PROVIDER OF RECORD**

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

**ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 22722**

**SCANNING ORDER**

Pursuant to Master Services Agreement No. 22722 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 2 is entered into as of \_\_\_\_\_, ("**Addendum Effective Date**"), by and between MCCI and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCI, LLC**

**TOWN OF MELBOURNE BEACH ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PROJECT SCOPE

### GENERAL DESCRIPTION

<b>DOCUMENT SIZE</b>	Regular up to 11" x 17" and Large Format up to 42" wide
<b>DEPARTMENT</b>	Clerk's Office
<b>DOCUMENT TYPES</b>	Minutes, Ordinances, Resolutions, Agenda Packet, Variances and Historical Files
<b>DOCUMENT/ROLL/FICHE COUNT</b>	9,413
<b>IMAGE COUNT</b>	Regular Format – 66,187 Large Format - 220
<b>IMAGES PER DOCUMENT/ROLL/FICHE</b>	8

### DOCUMENT PREPARATION

<b>CURRENT STORAGE METHOD</b>	Files are in binders and boxes downstairs in the Clerk's Office and upstairs in the file room.
<b>CONDITIONS OF DOCUMENTS</b>	Files vary in condition most of the time due to age. Lots of binders and some with posts. There are legal pages in binders where 1/3 of the page is folded. There are fragile documents and onion skin documents as well. As a result, heavy prep is required for this project and is included in the pricing.

### IMAGE PROCESSING & INDEXING

<b>DPI &amp; COLOR</b>	300 DPI, Black & White
<b>NUMBER OF INDEX FIELDS</b>	Up to 2 Fields
<b>DOCUMENT NAMING CONVENTION</b>	Date for Minutes and Agenda Packets Number for Ordinances and Resolutions Address/description for Variances
<b>FIELDS TO BE INDEXED</b>	Minutes – Date and Type of Meeting Ordinances – Number and Date Resolutions – Number and Date Agenda Packets – Date and Type of Meeting Variances – Address/Description and Variance Number (if there is one)
<b>OPTICAL CHARACTER RECOGNITION</b>	Included

### IMAGE OUTPUT

<b>DELIVERY METHOD</b>	CD/DVD media
<b>OUTPUT TYPE</b>	Laserfiche Briefcase, TIFF/PDFs

### MATERIAL HANDLING

<b>SHIPPING LOGISTICS</b>	MCCi Pickup
<b>SHIPPING &amp; DELIVERY TERMS</b>	One pickup and deliver trip is included in the pricing
<b>PHYSICAL DOCUMENTS</b>	Return to Client

*All estimates below have been provided and/or confirmed by Client. Both Parties agree that the Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.*

## MILESTONES, TASKS & DELIVERABLES

MILESTONE	TASKS / DELIVERABLES
<b>#1: Project Kickoff</b>	<p><b>Tasks:</b> Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client.</p> <p><b>Assumptions:</b> MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc.</p> <p>MCCi may not conduct Client kickoff for continuations of existing project(s).</p>
<b>#2: Sample Sign-Off</b>	<p><b>Tasks:</b> Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible.</p> <p>MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project.</p> <p><b>Assumptions:</b> Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together.</p> <p>Client will review sample scans within two (2) business days of receiving them from MCCi.</p>
<b>#3: Scheduled Finished Product Delivery</b>	<p><b>Deliverable:</b> At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period.</p> <p><b>Assumptions:</b> Billing will occur upon completion of this milestone.</p> <p>These documents will have gone through MCCi prepping, scanning, and quality control processes.</p> <p>The delivery schedule will vary based on the size and scope of project.</p>
<b>#4 Physical Document Return</b>	<p><b>Tasks:</b> Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession.</p> <p>Client should review all returned documents to ensure all originals are back in their possession.</p> <p>If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.</p>

## PRICING



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

**Bill /Ship to:** Amber Brown  
[townclerk@melbournebeachfl.org](mailto:townclerk@melbournebeachfl.org)  
**cc AP Contact:** [finance@melbournebeachfl.org](mailto:finance@melbournebeachfl.org)

**Quote Date:** September 26, 2022  
**Quote Number:** 25216

<b>Project I</b> – Conversion of Documents estimated cost	\$23,160.04
RF Excess Images @ \$0.257	
LF Excess Images @ \$2.70	
NCPA/BuyBoard/Existing Laserfiche Client Discount	(\$1,158.00)
<b><u>TOTAL ESTIMATED PROJECT COST</u></b>	<b><u>\$22,002.04</u></b>

*All Quotes Expire in 30 Days*

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

NCPA Pricing - The pricing and terms in this statement of work ("SOW") 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 SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

### BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

### SALES TAX

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

## SCANNING ASSUMPTIONS

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

### DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- 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 the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
  - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
  - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
  - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

### GENERAL

- 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.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be 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.
- 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 Client may be stored in Basecamp.

### DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.



- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

## **DOCUMENT & DATA STORAGE**

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to 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.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to 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. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

## **LASERFICHE**

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

## **LIMITED LIABILITY**

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.



## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, December 8<sup>th</sup>, 2022

MCCi, LLC  
ATTN: Donald Barstow  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311

Dear Donald:

Region XIV Education Service Center is happy to announce that MCCi, LLC has been awarded an annual contract for Documents and Records Management on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30<sup>th</sup>, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and MCCi, LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a light blue horizontal line.

Shane Fields  
Region XIV, Executive Director



3717 Apalachee Parkway Suite 201  
Tallahassee, Florida 32311  
(800) 342-2633  
[www.MCCinnovations.com](http://www.MCCinnovations.com)

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

To Whom it May Concern,

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

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

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

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

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

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

Sincerely,

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

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

**National Cooperative Purchasing Alliance (NCPA)**

Issued: November 14, 2022

*Valid for 120 days*



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## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

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

#### **Disclosures**

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

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

#### **Renewal of Contract**

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

#### **Funding Out Clause**

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

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

#### **Shipments (if applicable)**

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

#### **Tax Exempt Status**

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

### **Payments**

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

### **Adding Authorized Distributors/Dealers**

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

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

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

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

### **Pricing**

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

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

### **Warranty**

Proposal should address the following warranty information:

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

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

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

### **Safety**

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

**Permits**

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

**Indemnity**

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

**Franchise Tax**

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

**Supplemental Agreements**

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

**Certificates of Insurance**

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

**Legal Obligations**

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

**Protest**

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

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



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

### **Force Majeure**

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

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

### **Prevailing Wage**

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

### **Termination**

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

### **Open Records Policy**

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

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

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

## **PROCESS**

---

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

### **Contract Administration**

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

### **Contract Term**

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

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

### **Contract Waiver**

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

### **Price Increases**

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

### **Products and Services Additions**

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

### **Competitive Range**

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

### **Deviations and Exceptions**

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

### **Estimated Quantities**

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

### **Evaluation**

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

### **Formation of Contract**

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

### **NCPA Administrative Agreement**

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

### **Clarifications/Discussions**

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

**Multiple Awards**

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

**Past Performance**

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

## **EVALUATION CRITERIA**

---

### **Pricing (40 points)**

#### Electronic Price Lists

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

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

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

### **References and Experience (20 points)**

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

### **Value Added Products/Services Description, (8 points)**

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

### **Technology for Supporting the Program (7 points)**

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

## SIGNATURE FORM

---

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

Prices are guaranteed: **120 days**

MCCi, LLC.

Company Name

3717 Apalachee Parkway, Suite 201

Address

Tallahassee

FL

32311

City

State

Zip

(850)701-0725

Telephone Number

(850)564-7496

Fax Number

salesoperations@mccinnovations.com

Email Address

Donny Barstow

Printed Name

President & CEO

Position

E-SIGNED by Donny Barstow  
on 2022-10-24 11:59:02 GMT

Authorized Signature

## TAB 2 NCPA ADMINISTRATION AGREEMENT

---

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

### Recitals

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

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

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

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

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

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

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

### General Terms and Conditions

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



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

### **Term of Agreement**

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

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

#### **Fees and Reporting**

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

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

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

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

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

## ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

MCCi, LLC

Vendor Name

Matthew Mackel

Name

Donald Barstow

Name

Director, Business Development

Title

President and CEO

Title

PO Box 701273

Address

3717 Apalachee Parkway, Suite 201

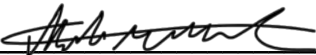
Address

Houston, TX 77270

Address

Tallahassee, Florida 32311

Address



Signature

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

Signature

December 8, 2022

Date

October 24, 2022

Date

## TAB 3 VENDOR QUESTIONNAIRE

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

### Locations Covered

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

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

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> <b>All Orders will be placed in US Dollars</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

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

Yes       Maybe       No

**All Orders will be placed in US Dollars**

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

Yes       Maybe       No

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

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

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

**Small Business, MWBE and HUB Growth**

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

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

No, we do not have any programs in place.

Yes, we have programs in place.

**Residency**

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

**Felony Conviction Notice**

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

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

**Distribution Channel**

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

- Manufacturer Direct       Certified education/government reseller
- Authorized Distributor       Manufacturer marketing through reseller
- Value-added reseller       Other: \_\_\_\_\_

**Processing Contact Information**

Contact Person      Stephanie Wood

Title      Director of Sales Operations

Company      MCCi, LLC

Address      3717 Apalachee Parkway, Suite 201

City/State/Zip      Tallahassee, FL 32311

Phone      (850) 701-0725

Email      swood@mccinnovations.com

**Pricing Information**

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

- Yes       No

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

Yes       No

## TAB 4 - VENDOR PROFILE

### COMPANY'S OFFICIAL REGISTERED NAME.

MCCi, LLC.

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

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

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

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

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

# 557446916

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

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

#### Executive Team

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

Donny Barstow (President & CEO)

Victor D'Aurio (COO)

Shawn Hermann (CIO)

Jody Bennett (SVP of Sales & Marketing)

Emery Jones (CFO)

#### Account Team

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



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

### Professional Services Team

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

### Technical Support Team

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

### Sales Operations & Finance

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



### **CORPORATE OFFICE LOCATION.**

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

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

**Florida Home Office**

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

**California Office**

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

**Colorado Office**

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

**Florida Offices**

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

**Georgia Office**

Michael Beaudreau ~ Account Executive  
 Taylor E Hutchinson ~ Territory Manager

**Idaho Office**

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

**Mississippi Office**

Jody Bennett ~ Senior Vice President of Sales & Marketing

**New Hampshire Office**

Michael Collier ~ Account Manager

**New Jersey Office**

Jessica Steiner ~ Project Coordinator

**North Carolina Office**

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

**South Carolina Office**

Kimberly Ratliff ~ Project Coordinator  
 James Rutherford ~ Systems Engineer I

**Texas Office**

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

**Virginia Office**

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

**Washington Office**

Andre Armstead ~ Account Executive

**Wisconsin Office**

Adrienne Hussey ~ Account Manager

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

### **DEFINE YOUR STANDARD TERMS OF PAYMENT.**

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

### **WHO IS YOUR COMPETITION IN THE MARKETPLACE?**

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

### **WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?**


MCCi has over 20 years of experience enabling public sector clients to achieve operational efficiencies and meet regulatory commitments with enterprise document/content management technology. This experience shines during our implementations as we have developed a strong set of best practices and take a great deal of pride in every client.. MCCi has been the #1 Laserfiche Solution Provider in the public sector since 2005 and the #1 Laserfiche Solution Provider in the world for the last 10 years. After implementation, we provide world-class support and on-going project services. Our client satisfaction rating is 99% because we put our clients first. Our support team is comprised of Laserfiche-certified, friendly professionals available 24/7/365. We have the largest Laserfiche services team in the country, which enables us to properly staff our clients' projects with the right experts for their needs.

#### **MCCi Differentiator: Experience in Deployment**

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

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

**DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.**

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

### **Vertical Focus**

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

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

### **Tradeshows & Conferences**

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

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

### **Content Marketing**

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

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

### **Digital Marketing**

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

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

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

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

### **Direct Sales**

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

**DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.**

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

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

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

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

**MCCI SUPPORT**

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

**PROACTIVE SUPPORT**

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

**TECHNICAL SUPPORT**

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

**GREEN INITIATIVES**

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

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

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

#### **ANTI-DISCRIMINATION POLICY**

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

#### **VENDOR CERTIFICATIONS**

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

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

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

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



3443 Long Beach Blvd.  
Long Beach, CA 90807  
800-985-8533 | 562-988-1688

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October 18, 2022

To Whom It May Concern:

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

Regards,

A handwritten signature in black ink that reads "Wylie Strout".

Wylie Strout  
General Counsel



## TAB 5 - PRODUCTS AND SERVICES

### WARRANTY

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

##### Services Warranty

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

MCCi's provision of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the services or deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this section 11. If the services fail to conform to the foregoing warranty in any material respect or to the specification set forth in an order, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any deliverable, the absence of any alteration or other modification of such deliverable by any person or entity other than MCCi. MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

Except as expressly provided in this section 11, MCCi does not make or give any representation or warranty, whether such representation or warranty be express or implied, including any warranty of merchantability, quality, or fitness for a particular purpose or any representation or warranty from course of dealing or usage of trade.

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

##### General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall

instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

#### **AVAILABILITY OF REPLACEMENT PARTS**

Not Applicable as MCCi is a software-based company.

#### **LIFE EXPECTANCY OF EQUIPMENT UNDER NORMAL USE**

Not Applicable as MCCi is a software-based company.

#### **DETAILED INFORMATION AS TO PROPOSED RETURN POLICY ON ALL EQUIPMENT**

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

### **PRODUCTS**

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

Not Applicable as MCCi is a software-based company.

### **CONSTRUCTION**

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

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

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

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

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

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

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

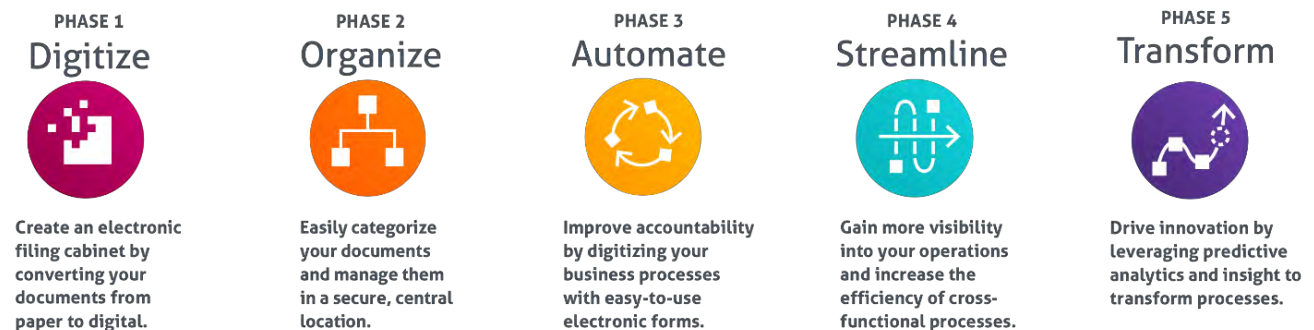
## 1. CATEGORIES

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

## LASERFICHE OVERVIEW

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

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



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



#### **USER-FRIENDLY**

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

#### **COMPREHENSIVE SECURITY**

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

#### **INTELLIGENT SEARCH**

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

#### **INTEGRATION**

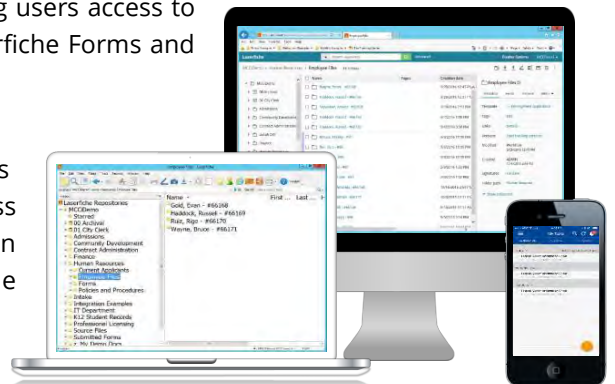
Laserfiche is the central repository for records in clients' organizations and allows them to integrate other main line-of-business solutions easily. Whether clients are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche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

#### **E-FORMS & BUSINESS PROCESS AUTOMATION**

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

#### **MOBILITY & WEB TOOLS**

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



### LASERFICHE AVANTE

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

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

Each Laserfiche Avante System and Full Named User includes:

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

### LASERFICHE RIO

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

Each Laserfiche Rio System and Full Named User includes:

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

### LASERFICHE SUBSCRIPTION

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

### LASERFICHE CLOUD

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

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

## LASERFICHE LICENSING GUIDE

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

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

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

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

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

## LASERFICHE DEFINITIONS

### LASERFICHE WORKFLOW

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

### LASERFICHE SNAPSHOT

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

### LASERFICHE EMAIL PLUG-IN

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

### LASERFICHE WEB CLIENT

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

### LASERFICHE SHAREPOINT INTEGRATION

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

### LASERFICHE MOBILE/WEB CLIENT LIGHT

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

### LASERFICHE DIGITAL SIGNATURES

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

### LASERFICHE AUDIT TRAIL MODULES

#### STARTER EDITION

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

#### STANDARD EDITION

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

#### ADVANCED EDITION

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

## LASERFICHE SCANCONNECT™

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

## LASERFICHE FORMS

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

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

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

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

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

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

## LASERFICHE FORMS PORTAL MODULE

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

## LIMITED USE ACCESS LICENSES



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

#### **RETRIEVAL NAMED USERS**

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

#### **LASERFICHE PARTICIPANT USERS**

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

#### **SUBSCRIPTION LASERFICHE PARTICIPANT USERS**

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

#### **SUBSCRIPTION LASERFICHE COMMUNITY USERS**

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

#### **SUBSCRIPTION LASERFICHE EDUCATION USERS**

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

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

## **LASERFICHE IMPORT AGENT**

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

## **LASERFICHE PUBLIC PORTAL - WEBLINK™**

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

## **LASERFICHE RECORDS MANAGEMENT**

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

## **LASERFICHE QUICK FIELDS (QF) BATCH PROCESSING TOOLS**

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

### **QF BAR CODE VALIDATION PACKAGE**

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

### **QF REAL-TIME LOOK UP VALIDATION PACKAGE**

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

### **QF ZONE OCR VALIDATION PACKAGE**

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

### **QF FORMS ALIGNMENT**

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

### **QF DOCUMENT CLASSIFICATION**

Designed for clients who handle multiple forms and document types.

### **QF AUTO STAMP/REDACTION/BATES NUMBERING**

A document auto-numbering annotation option.

### **QF OPTICAL MARK RECOGNITION**

Detects handwritten information, including marks on surveys.

### **QF AGENT**

Enables administrators to schedule QF processing without operator intervention.

### **QF FORMS IDENTIFICATION**

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

### **QF FORMS EXTRACTOR**

Removes form outlines to isolate data for more accurate capture.

### **QF SCRIPTING KIT**

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

### **LASERFICHE ENTERPRISE IDENTITY MANAGEMENT SUBSCRIPTION**

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

## LASERFICHE SUBSCRIPTION LICENSING GUIDE

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

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

†† Quick Fields is licensed per machine.

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

## LASERFICHE SUBSCRIPTION DEFINITIONS

### LASERFICHE SUBSCRIPTION

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

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

### LASERFICHE STARTER SUBSCRIPTION ADD-ONS

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

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

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

## LASERFICHE PROFESSIONAL SUBSCRIPTION

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

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

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

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

## LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

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

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

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

## LASERFICHE BUSINESS SUBSCRIPTION

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

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

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

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

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

## LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

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



## LASERFICHE CLOUD LICENSING GUIDE

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

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

†† Quick Fields is licensed per machine.

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

## LASERFICHE CLOUD DEFINITIONS

### LASERFICHE CLOUD

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

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

### LASERFICHE CLOUD STARTER ADD-ONS

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

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

## LASERFICHE CLOUD PROFESSIONAL

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

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

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

## LASERFICHE CLOUD PROFESSIONAL ADD-ONS

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

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

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

## LASERFICHE CLOUD BUSINESS

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

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

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

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

## LASERFICHE CLOUD BUSINESS ADD-ONS

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

## LASERFICHE INTEGRATIONS DEFINITIONS

### LASERFICHE CONNECTOR

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

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

### LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

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

### LASERFICHE INTEGRATOR GP

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

### LASERFICHE ENERGOV INTEGRATION BY MCCI

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

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

### PLATFORM AND LICENSING REQUIREMENTS

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

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

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

## ESRI ARCGIS® INTEGRATION FOR LASERFICHE

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

## LT SYSTEMS LASERFICHE INTEGRATION

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

## DOCUSIGN INTEGRATION OPTIONS

### LASERFICHE INTEGRATION WITH DOCUSIGN

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

### CITIES DIGITAL DOCUSIGN INTEGRATION

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

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



## ASSUMPTIONS

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

## LASERFICHE POWERPACK BY MCCi

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

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

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

## ANALYTICS DASHBOARD & REPORTING

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

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

## OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER

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

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

## CUSTOM WORKFLOW ACTIVITIES

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

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

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

## LASERFICHE NEOGOV INTEGRATION BY MCCi

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

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

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

### CLIENT REQUIREMENTS

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

## MCCi COMMON WEB SERVICE API FOR LASERFICHE

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

## GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION

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

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

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

**REQUIREMENTS**

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

## 2. PRODUCTS AND SERVICES

### 2.1 DISCOVERY.

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

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

### 2.2 TASKS.

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

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

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

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

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

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

Areas of review include:

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

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

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

**D. CURRENT TAXONOMY AND METADATA IMPLEMENTED.**

MCCi will conduct discovery and review of existing client processes and documents. Through requirements gathering meetings, MCCi will actively consult with client stakeholders to develop the taxonomy for metadata, templates, record series, and folder structure that will be implemented in Laserfiche.

**E. EXISTING DATA INVENTORY SYSTEMS FROM OFFSITE RECORD STORAGE PROVIDERS.**

Any offsite content that was previously captured would be available for review. Similar to managing records stored on network file shares, Laserfiche can manage the retention of records whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

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

See response to 2.2.C above

**G. EVALUATION OF ADHERENCE TO THE CURRENT RETENTION SCHEDULE/RECORD DESTRUCTION POLICY - IDENTIFICATION AND EVALUATION OF RECORDS GENERATED (HARD COPY AND/OR ELECTRONIC) - APPLICABLE FEDERAL, STATE, AND LOCAL LAWS/REGULATIONS.**

Records management is vital to the success of any organization. An electronic records management system that has been certified to meet stringent requirements for both organizing file structures and plans (DoD 5015.2) and reliably preserving data for years to come (VERS) is essential to keeping your information assets organized, safe and secure.

**DOD 5015.2** - DoD 5015.2 outlines the baseline functionality required for records management applications used by the U.S. Department of Defense and has been endorsed by the National Archives and Records Administration (NARA) as an "adequate and appropriate basis for addressing the basic challenges of managing records in the automated environment that increasingly characterizes the creation and use of records." **Laserfiche Records Management has been DoD 5015.2 certified for over 10 years** (now on version 3), unlike many of the solutions on the market.

- **VERS** - Laserfiche's powerful features safeguard records and ensure long-term data preservation with a standard format that meets Victorian Electronic Record Strategy (VERS) V2 requirements.
- **Regulatory Compliance** - Laserfiche Records Management also enables regulatory compliance with regulatory mandates such as SEC, FINRA, FOIA, HIPAA and more.

- **Combination of all the above:** Laserfiche Records Management is a system that has achieved full compliance with both VERS and DoD 5015.2. It is guaranteed to provide a multi-faceted set of information governance tools that manage document lifecycle from initial capture to long-term archival. These tools will break down information silos will ensure that information is accessed in a prudent and compliant way.

#### **H. CURRENT SYSTEM USED FOR RECORD STORAGE (CURRENT AND ARCHIVED).**

Similar to managing records stored on network file shares, Laserfiche can manage the retention of records, whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

Laserfiche metadata will be used to manage the location property of all physical records managed by Laserfiche. By managing these records using Laserfiche, retention reports can include records stored both in Laserfiche and in physical files. For instance, users will be able to query the system by cabinet ID and drawer number and get an inventory report of the record contents of that drawer. Additional metadata can be added to Laserfiche to enable further management and reporting on physical space for records.

Laserfiche allows for the creation of virtually unlimited metadata fields that can be used to manage/track files/boxes in any location. One example is "Record Size". Many organizations require specific reporting on the volume of records they intend to destroy or have destroyed. Prior to digital records management, many organizations supply this information in terms of linear inches of paper records (or some other physical unit of measure). With the transition to digital records management, many organizations are now reporting this value in terms of bytes, kb, mb, or gb being destroyed. This digital file size is already available in Laserfiche for files stored in Laserfiche. For physical files, custom metadata fields can be used for users to enter the physical size when they enter the record in the system. Thus, when generating disposition reports, Laserfiche can calculate and report on the total size of the physical records being destroyed.

#### **I. AREAS OF POTENTIAL RECORD DUPLICATION**

Since documents stored in Laserfiche include multiple components (image/file content and metadata), duplicates can exist in multiple contexts. If the business rules define a duplicate as two documents containing identical metadata, then workflow rules can be established to check for this scenario at the time of capture or when metadata is updated. If a duplicate is identified, it can be tagged indicating it is a potential duplicate, allowing a user to decide to remove it, create the document as a new version, etc. If the file content is the same, MCCi's PowerPack component includes features for identifying duplicates based on the checksum of the image content. Additionally, Laserfiche provides a Transparent Records Management views, that is part of our DoD certification. It allows for a Record Manager view based on retention of the records and a user-friendly view of the documents based on the content of the document. Using shortcuts and Workflow, this can be setup and is part of our Best Practices approach for designing the system.

### **2.3 SYSTEM CAPABILITY**

#### **A. BE COMPATIBLE WITH ALL MODERN WEB BROWSERS (EDGE, FIREFOX, CHROME, SAFARI, ETC.)**

Edge, Chrome, Firefox, and Safari are recommended and supported.

#### **B. UTILIZE A MOBILE-FRIENDLY, RESPONSIVE DESIGN THAT IS COMPATIBLE ON IOS AND ANDROID MOBILE DEVICES**

Laserfiche has all functionality from a mobile device via the Web Client or Mobile App except for certain integration points, most notably the Microsoft Office Integration. Custom integrations built for the desktop application or Web Client may behave differently on a Mobile device. The Mobile App camera utility will also not have all the same functionality as the Desktop Scanning interface, though it has most of the same functionality. The Laserfiche Mobile App is available in the app store for Windows, Android, and iOS.

### **C. ALLOW PARTICIPATING AGENCY SYSTEM ADMINISTRATOR TO CONFIGURE ROLE-BASED PERMISSIONS AND INDIVIDUAL USER PERMISSIONS.**

The Laserfiche Server provides a powerful set of security options the Client can use to ensure only the right users can access information in their repository. With Laserfiche security, the Client can control access on a variety of levels. The Client can determine which users can log in to their repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives users the tools they need to quickly apply security to very large or complicated systems.

Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what they can do with those elements.

Laserfiche provides an extremely robust security system. The security can be broken down into main security types, Access Rights and Feature Rights.

#### **Access Rights**

Access rights control what actions users can perform on specific elements of the repository. Each operation on a document, folder, page, volume, field, or template has a set of required entry access rights. If the user attempting the action does not have the necessary rights, the user is denied the operation.

Access rights can be further broken down based on the type of element being secured:

- Entry Access Rights: Access to documents, folders, and shortcuts.
- Volume Access Rights: Access to volumes, including the ability to create and delete documents stored in that volume, and add, remove, or move pages that belong to the volume.
- Field Access Rights: Access to field data.
- Template Access Rights: Access to template definitions.

#### **Feature Rights**

Feature rights allow a user to perform specific actions, such as scanning and printing. Specifically, these rights control whether the command in question is available to that user when they open the Laserfiche web or Windows client. Feature rights are a quick way to prevent users from performing basic types of activity in Laserfiche.

#### **Specific feature rights include:**

- Scan: The ability to scan into a new or existing document.
- Import: The ability to import files into the repository.
- Search: The ability to perform any type of search.
- Print: The ability to print information from the repository.
- Export: The ability to export images, text, briefcases, folder list contents, listings of search results, and electronic files, and to use the Email Plug-in.
- Edit Text: The ability to modify the text associated with a document.
- Move Entry: The ability to move documents, electronic documents, and folders to a different folder, as well as the ability to move pages between documents.
- Process: The ability to OCR image pages, index documents, extract text from an electronic file, or process electronic documents using Laserfiche Snapshot. This feature right does not affect whether you can print an electronic file using Laserfiche Snapshot.
- Extended Properties: The ability to view additional property information in the Properties dialog box, as well as the ability to view the Entry ID folder browser column.
- Delete: The ability to delete entries, as well as whether one or more pages can be deleted from a document.

#### **D. ALLOW USERS TO ENTER SEARCH PARAMETERS TO LOCATE DOCUMENTS BY REFERENCE NUMBER, APPLICATION NAME, DOCUMENT TYPE, DATE RECEIVED, SITE ADDRESS AND OTHER ENTERED ATTRIBUTES.**

Users can use keyword searches and metadata searches on any field such as reference number, application name, etc. Users are also able to configure their own search parameters to enable searching by text and metadata fields searches such as reference number, date received, etc.

Laserfiche has a robust search engine.

**Basic:** The Basic Search is a general search allowing you to search text, entry names, fields, annotations, or a combination of these. The Basic Search acts like the Quick Search.

**Business Process:** Users can search for entries associated with a business process by searching for the business process's name, status, and start or completion date.

**Date:** Users can search for documents or folders by creation date and/or last modified date.

**Digital Signatures:** Users can search for documents by whether they have digital signatures associated with them.

**Electronic Document:** Users can search for documents by whether they have an electronic file associated with them—also considered searching for an electronic document—as well as what kind of electronic file.

**Entry Name or Entry ID:** Users can search for a specific document, folder, or shortcut using that entry's name or unique identification number (entry ID).

**Field/Templates:** Users can search for documents and folders by assigned template, independent field, field value, or multiple field values.

**Links:** Users can search for documents that have been linked together by specifying the relationship between them or by Link Group comment.

**Pages:** Users can search for documents by whether they contain image or text pages or by whether OCR processing has been applied to the images associated with that document.

**Records Management:** Users can also perform records management searches. These searches allow records managers to quickly locate records that need to be reviewed or processed.

**Tags:** Users can search for documents that have been assigned tags, or have specific tag comments, by specifying one or more informational or security tags.

**Text:** A text search lets users search for a word or phrase and provides more nuanced options than in Quick Search or Basic Search.

**User:** Users can search for all documents and folders that have been created, checked out, owned or last modified by a particular user.

**Versions:** Users can search for versioned documents by version comments, by the user who created a version within the document, by the date a version was created, or by version label.

**Within Folder:** Users can search the contents of the current folder or specify one or more folders to include or exclude from the search.

**Within Volume:** A search can be performed for all documents and electronic documents stored on a particular volume.

Additionally, the Text search enables users to search through the text of a document for a word or phrase. This is called a "full-text" search.

There are two types of full-text searches: basic text searches, the simplest way to perform a search, where users enter information into fields and boxes; and advanced text searches, where users type in a complex search string, which gives them more searching flexibility such as the following:

- **Phrase:** Allows users to search for a single word or phrase.
- **And:** Allows users to search for all documents that contain two specified words or phrases. Use the second text box that appears when selecting "and" to enter a second word or phrase.



- **Or:** Allows users to search for all documents that contain one of two specified words or phrases. Use the second text box that appears when selecting "or" to enter a second word or phrase.
- **Not:** Allows users to search for all documents that contain the first specified word or phrase, but not the second one (in the second text box).
- **Within:** Allows users to search for all documents that contain both specified words or phrases within a particular number of words of each other.

All text searches support the Fuzzy search option, which allows users to find all words or phrases that are similar to the word or phrase they typed, even if they contain misspellings or OCR errors.

When using the Fuzzy search feature, the degree of accuracy is determined by the number of letters or by the percentage of each word in the phrase. Specify the maximum number of letters that each word in the phrase can differ from the specified criteria and still be considered a good result or specify the percentage of each word in the phrase that can differ from the search criteria and still be considered a good result.

**E. ALLOW PARTICIPATING AGENCY APPLICATION ADMINISTRATOR TO CONFIGURE NEW FOLDERS, SUB-FOLDERS, DOCUMENT ATTRIBUTES, AND DOCUMENT TYPES WITHOUT CONTRACTOR'S ASSISTANCE. ADMINISTRATOR CAN SELECT WHETHER CONFIDENTIAL FOLDERS ARE VISIBLE IN THE CUSTOMER-FACING INTERFACE.**

The Laserfiche System Administrator can configure all folders in the Laserfiche repository and apply security to these folders without vendor assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

**F. ALLOW USERS TO CONFIGURE THEIR OWN SEARCH PARAMETERS TO ENABLE SEARCHING BY A VARIETY OF ATTRIBUTES, FOR EXAMPLE: REFERENCE NUMBER, DATE RECEIVED, AND DOCUMENT TYPE.**

Users can configure their own search parameters to enable searching by text and metadata field searches such as reference number, date received, etc.

**G. HAVE OPTIONS FOR ONSITE, CLOUD-BASED STORAGE AND HYBRID-BASED STORAGE**

MCCi offers an on-prem (self-hosted) or cloud hosted solution. MCCi's Managed Cloud platform provides a SaaS user experience with the functionality, access, and dedicated resources an on-prem solution would offer. Our Managed Cloud solution provides a single tenant architecture with the security, dependability, scalability, and customization needed for high-volume and highly integrated business process automation.

**H. ALLOW PARTICIPATING AGENCY TO RETAIN OWNERSHIP OF THE DATA STORED ON THE PLATFORM AND THE ABILITY TO EXTRACT IT IN FULL AT ANY TIME.**

Client will own their own data in Laserfiche with the ability to extract at any time.

**I. ALLOW THE DIRECT IMPORT OF COMMON ELECTRONIC DOCUMENT TYPES (SUCH AS, BUT NOT LIMITED TO: TIF, PDF, JPG, MICROSOFT OFFICE STANDARD FORMATS SUCH AS DOCX AND XLSX).**

Yes, Laserfiche can direct import virtually any type of file. This includes common image formats such as TIFF, PDF, JPG, along with MS Office files. Laserfiche can also store multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that filetype on the user's computer.

**J. BE EASY TO NAVIGATE, USER-FRIENDLY USER INTERFACE.**

As a solution, Laserfiche consistently receives high marks from industry-leading independent studies related specifically to its ease of use and user adoption. All modules of Laserfiche are designed with ease of use in mind. The user interfaces and administrative tools are very easy to learn, navigate and use. Users will find that Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give the Client's staff the confidence to begin scanning and retrieving documents almost immediately after installation making deployment easier on their resources.

**K. ALLOW FOR ADD-ON FOR MICROSOFT OFFICE INTEGRATION TO ENABLE IMPORT OF EMAILS DIRECTLY INTO SYSTEM.**

Laserfiche is tightly integrated with the Microsoft Office Suite, giving Clients the capability to easily archive records from an Office application directly to Laserfiche easily- including Microsoft Outlook. Users can drag and drop emails from Outlook and import this metadata into Laserfiche allowing for easy search. Additionally, basic e-mail information such as sender, recipient, date/time sent, etc., can be stored as field information for the electronic document created for the e-mail message. Attachments can be filed as well. The process of importing an e-mail message into Laserfiche is slightly different than that of importing other electronic files, namely because of how attachments and properties are handled. An e-mail message can contain one or more attachments. Laserfiche allows you to configure how those attachments are imported with the following options:

- Keep attachments with the e-mail message
- File each attachment as its own electronic file
- Keep attachments with the e-mail message and file each as separate document
- Do not import the attachments

**L. ALLOW FOR FILES CAN BE UPLOADED BY USING A DRAG-AND-DROP SYSTEM.**

Yes, Laserfiche allows for simple drag and drop import.

**M. ALLOW APPLICATION ADMINISTRATOR TO UPLOAD DOCUMENT TEMPLATES FOR USE BY USERS.**

Yes, the Application administrator can create and upload document templates for different types of users as needed.

**N. ENABLES STORAGE OF APPLICATION PRESENTATION DOCUMENTS, SUCH AS POWERPOINT FILES, PHOTOGRAPHS AND VIDEOS**

Yes, Laserfiche can store PowerPoint presentations and multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that file type on the user's computer.

**O. IDENTIFY DUPLICATE DOCUMENTS WITHIN A FOLDER**

Yes, out of the box, duplicates are easily recognizable. Laserfiche also offers version control.

**2.5 CUSTOMER FACING INTERFACE.**

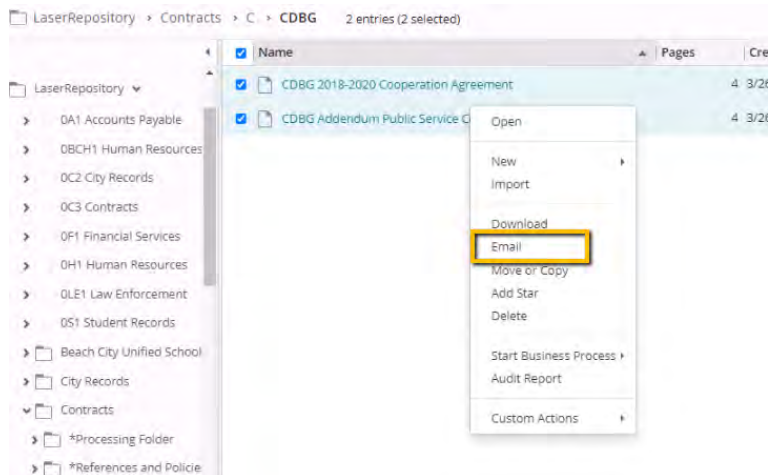
**A. INCLUDE A COUNT OF THE TOTAL NUMBER OF DOCUMENTS IN A FOLDER,**

Yes, while in a particular folder, Laserfiche shows the total number of documents.

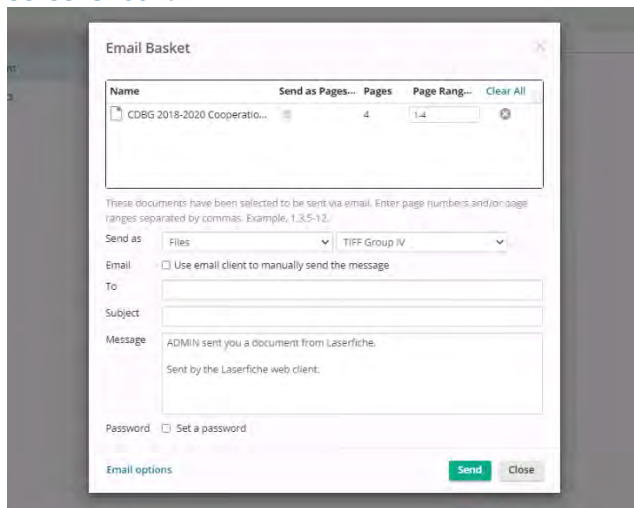
**B. ENABLE THE DOWNLOADING AND PRINTING OF DOCUMENTS,**

Laserfiche allows users to right-click on a document(s) to email directly from the application (See Screenshot 1). From here a dialog box will appear to allow for whole document or pages along with the ability to send as link or copy, file type, and to set a password (See screenshot 2). Printing can be done from the application, as well, (see screenshot 3) and users are given the ability to print all document(s) or just selected pages. Note, these can all be done from the document viewer as well.

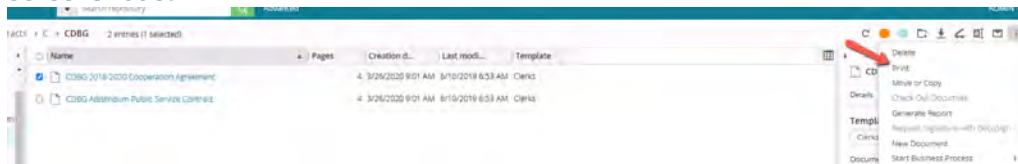
Screenshot 1:



Screenshot 2:



Screenshot 3:



**C. ALLOW ADMINISTRATOR TO REDACT SECTIONS OF DOCUMENTS FROM PUBLIC VIEW IF NEEDED. PRINTED AND DOWNLOADED DOCUMENTS INCLUDE THE REDACTION IN THE DOWNLOADED VERSION,**

Yes, redaction capability is standard in Laserfiche. Images and/or text associated with a document can be redacted, allowing users to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Users with appropriate security rights can choose whether to allow the sensitive material to be visible after exporting/printing via the Settings dialog box.

**D. ABILITY TO GENERATE HYPERLINKS TO SPECIFIC DOCUMENTS WITHIN THE SYSTEM TO ALLOW THESE TO BE USED IN REPORTS, EMAILS, ETC,**

Yes, with Laserfiche users can Direct Share specific documents with people for a specific timeframe. Links to the record can be included in internal email notifications.

**E. ABILITY TO SELECT DIFFERENT LANGUAGES AND/OR PHOTOS WITHIN THE INTERFACE,**

The Laserfiche web client is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, Italian, and Thai. Laserfiche Forms is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, and Thai.

**F. ADA COMPLIANT INTERFACE,**

Yes, the Laserfiche Web Client is compliant, please refer to this link for further detail and VPAT for full compliance documentation - <https://www.laserfiche.com/legal/accessibility>

**G. AT-A-GLANCE STATUS OF APPLICATIONS BASED ON INPUT META-DATA (I.E META-DATA AND ATTRIBUTES CAN BE ADDED TO APPLICATION FOLDERS IN ADDITION TO DOCUMENTS WITHIN FOLDERS TO ENABLE APPLICATION STATUS TO BE PUBLISHED/SUMMARIZED VIA A PAGE ON THE PARTICIPATING AGENCY'S WEBSITE.**

Yes, reporting on Laserfiche metadata is very quick and simple. This data can then be used for reporting and enabling the status to be posted/published as needed on the Agency website.

**2.6 REPORTING AND MANAGEMENT.**

**A. SYSTEM GENERATES REPORTS OF NUMBER OF DOCUMENTS ACCESSED, IMPORTED, UPLOADED, EDITED AND DELETED. RESULTS CAN BE REFINED BY USER.**

Laserfiche Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

**How Does Audit Trail Work?**

Laserfiche Audit Trail records events that take place in a Laserfiche repository enabling the Client to view those events as part of a report.

The first and most important reason to use Laserfiche Audit Trail is to keep track of what occurs in a Laserfiche repository. Before Laserfiche activity can be audited, a privileged user must choose the types of repository activity that will be logged. After this configuration has been performed, an event will be recorded in the audit log when a user performs an action that requires auditing. The Laserfiche Server will store these audited events in a binary log file.

The second purpose of Laserfiche Audit Trail reporting: filtering and organizing audited repository activity. Once the Client has enabled auditing in their repository, they can generate reports to analyze their repository activity using the Laserfiche Audit Trail Reporting application. This application interprets the binary log files and allows the Client to run reports on their contents, filtering by a variety of criteria.

**OpenLaserfiche Server**

Configure the Laserfiche Server to track events that should be logged. This process may differ depending on the edition of Audit Trail the Client has installed.

**OpenAudit Log**

Once configured, the actions performed in the repository (that have been configured to be logged) are recorded to a series of Audit log files.

**OpenAudit Trail Reporting**

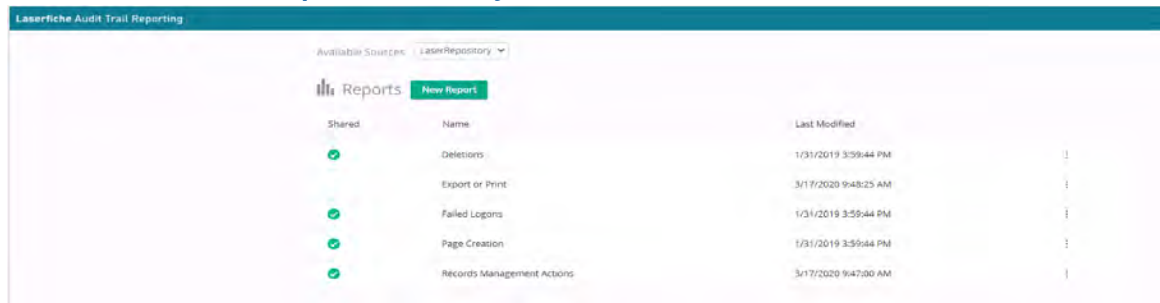
Using the Laserfiche Audit Trail Reporting application, the Client can define a date range (as well as other settings) for the data they want to run reports on. For example, they might want to run a report on actions performed in their repository for the past 30 days.

## Open SQL/Oracle Database

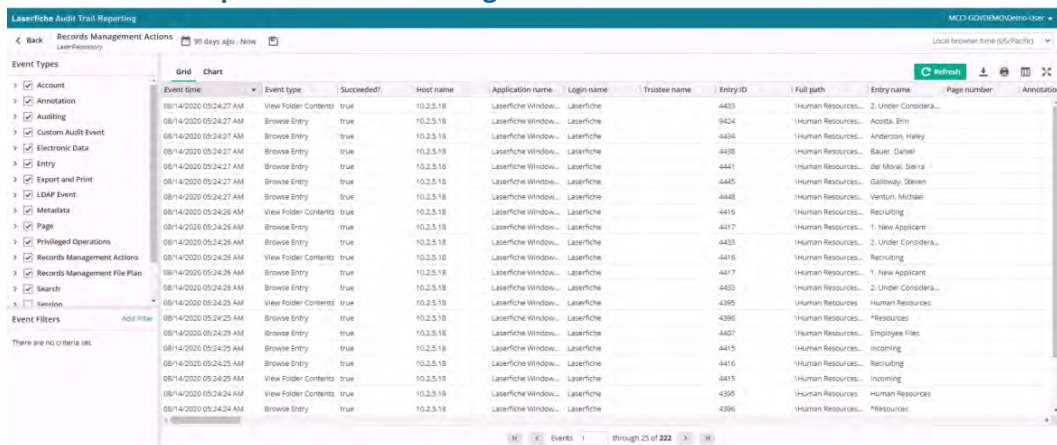
Once this date range is defined, the data is pulled from the Audit log and placed into the Client's SQL or Oracle database. This database is separate from the database the Client's repository uses, which prevents the audit reporter from affecting repository performance. This enables the Client to run reports more efficiently since they are sifting through significantly less but more relevant information.

Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.

### Screenshot 1 - Saved Reports and Ability to Create New



### Screenshot 2 - Report Creation/Viewing interface



## B. SYSTEM COLLECTS INFORMATION ON WHEN DOCUMENTS ARE ACCESSED/ VIEWED/ MODIFIED AND DOWNLOADED.

Laserfiche, Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.



**2.7 TESTING - THE CONTRACTOR SHALL COMPLETE ALL NECESSARY IMPLEMENTATION WORK IN A PROFESSIONAL MANNER THAT MEETS THE REQUIREMENTS OF THE PARTICIPATING AGENCY. THE CONTRACTOR SHALL ENSURE THAT SYSTEM IS CORRECTLY CONFIGURED TO MEET ALL PARTICIPATING AGENCY FUNCTIONAL REQUIREMENTS. CONTRACTOR SHALL COORDINATE FUNCTIONAL TESTING TO ENSURE ACCURACY OF CONFIGURATIONS. WORK SHALL COMMENCE WITHIN 45 DAYS OF CONTRACT AWARD.**

MCCi will meet all necessary implementation requirements in a professional manner and ensure client satisfaction. For each product increment, testing will need to be conducted through alpha and beta testing. Alpha testing will be first conducted by MCCi through a two phased approach. First, the system engineer/developer will test the product increment under "alpha testing." Once the item is bug free, the MCCi project manager will conduct a second round of testing until bug free under "beta testing." Once bug free, MCCi will package a group of items for client for under user acceptance testing (UAT). Client will have a list of items in a "backlog for UAT." The item will be moved by section in basecamp by MCCi project manager and assigned to client. At this point, the client will be responsible for testing item before completion. If item is bug free, the client will simply need to close the item and notify MCCi project manager that item is bug free. If a bug exists, client should move the item under "identified bugs from testing/development" and report the item. Client should include details of the bug so corrective action can take place. MCCi and the client will go through same procedures once corrective action is taken until item is completely bug free.

**2.8 TRAINING - THE CONTRACTOR SHALL PROVIDE RESOURCES EXPERIENCED WITH DEVELOPING AND EXECUTING TRAINING PLANS, INCLUDING CONTENT DEVELOPMENT AND DELIVERY, TO ASSIST THE PARTICIPATING AGENCY IN MEETING END-USER TRAINING NEEDS. IMPLEMENTATION SHALL OCCUR IN PHASES AND KNOWLEDGE TRANSFER SHALL BE AN ONGOING PROCESS THROUGHOUT THE ENTIRE PROJECT. THE CONTRACTOR SHALL PROVIDE KNOWLEDGE TRANSFER BOTH VERBALLY AND THROUGH WRITTEN DOCUMENTATION AND PROCEDURES**

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly on the product and goes through the applicable manufacturer training based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs throughout the project. MCCi can provide train-the-trainer training for key staff, which can then roll-out the project to the organization or MCCi can serve as the trainer for all users in the organization. Please see our Training Packages below for additional information. These packages are designed to be completed at various stages during the project as best determined during the sales discovery and project kick off assessment. In addition to scheduled training options, MCCi offers The Training Center for Laserfiche, an on-demand training resource subscription with hundreds of training videos and other resources available to the client at any time.

### **THE TRAINING CENTER FOR LASERFICHE**

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

#### **BENEFITS**

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

## LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring, and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security\*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)\*
- Technical Support Overview
- Recycle Bin Settings

\*Available for full day training only

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

### MCCI DELIVERABLES

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

Description	Basic	Full
<b>Product Training</b>	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
<b>Instructor-Led Sessions</b>	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
<b>Great For</b>	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

## LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

### MCCI DELIVERABLES



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

## USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

### BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

### ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

### MCCI DELIVERABLES

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

Description	Basic	Full	Advanced
<b>Product Training</b>	Laserfiche Client	Laserfiche Client	Laserfiche Client
<b>Instructor-Led Sessions</b>	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
<b>Great For</b>	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

## LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

### RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Records Folders
- Security Tags
- Document Links
- Vital Records

- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

#### ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

#### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

#### MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
<b>Instructor-Led Sessions</b>	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
<b>Laserfiche Workflow for Uniform Filing Training</b>  2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

### PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in the Client's Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to the Client's organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

#### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

#### MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
<b>Product Training</b>	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
<b>Instructor-Led Sessions</b>	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
<b>Exercises Designed to Learn Tools and Explore Features</b>	Included	Included	Included
<b>Coaching on a Process Design</b>	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

### PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in the Client's Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote session prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

#### CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

#### MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
<b>Product Training</b>	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
<b>Instructor-Led Sessions</b>	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
<b>Exercises Designed to Learn Tools and Explore Features</b>	Included	Included	Included
<b>Coaching on a Process Design</b>	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

## INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of the Client's new Laserfiche implementation project, this one-hour training course will provide them and their departmental subject-matter experts with an overview of the features and functionality of their Laserfiche platform. The training course is built to help the Client understand what Laserfiche is capable of and get them into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of their project.

#### TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving documents?
- Best practices in creating/managing a repository.
- Overview of specific process automation tools, based on the Client's platform/subscription/licensing.

#### MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

**EXCLUSIONS**

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

**ASSUMPTIONS**

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

**LASERFICHE QUICK FIELDS TRAINING**

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

**CLIENT DELIVERABLES**

- Attend Laserfiche Administration Training prior to Quick Fields training

**MCCI DELIVERABLES**

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

**3. DELIVERABLES****CONTRACTOR SHOULD DEVELOP THE FOLLOWING DELIVERABLES IN THE ASSESSMENT OF THE PARTICIPATING AGENCIES CURRENT SYSTEM AND PROPOSED SOLUTION (ADDRESSES ELEMENTS A-O UNDER SECTION 3 DELIVERABLES)**

MCCi has partnered with industry-leading solutions to drive process improvement and innovation across organizations versus siloed technology department by department. MCCi's clients are choosing Content Services & Intelligent Automation to drive the automation necessary, starting with processes as simple as scanning documents and going as far as implementing digital workers to perform time-consuming repetitive tasks. MCCi consults with our clients to identify the business issues and bottlenecks in processes and recommends how these processes can be automated utilizing technology tools. Whether clients are looking to implement self-hosted or in the cloud, we have solutions to tailor to each organization. We are passionate about empowering organizations to choose and implement right solution for their first initial roll-out and to meet their long-term goals.

**CONSULTATION**


As the Client begins the journey to choose the best technology, we start with a thorough discovery process to understand their current business needs and how those may change in the future. Our sales and client innovation teams then recommend a solution tailored to the Client's needs. We determine the best implementation strategy, as well as ongoing support needs. Our goal is to deliver a final solution and work with them on their next project.

To complete discovery/assessment of existing records, system, and procedures, MCCi experts will conduct an analysis of the prospective client's systems. The analysis is the study of the differences between two information systems or applications, often for determining how to bridge the space between where we are and where we want to be. New clients may be new to using a Content Services or Intelligent Automation solution or could be transitioning from another system. Existing clients may consider an analysis when looking to expand their system into other departments or throughout their enterprise. It is also an opportunity to investigate and report on how Client's existing solution is being used versus its intended use. Either way, an analysis not only serves the

consulting needs, but can also mitigate inherent risks in a new project. Risks such as scope creep, unforeseen needs (e.g., people, conversions, integrations, equipment), and unknown stakeholders can be identified and cleared up at the very beginning of the project. This process involves determining, documenting, and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The amount of time/cost of an analysis is dependent upon the system size and number of departments to be involved. The final deliverable is a report that can be given to Client in a format that can be edited. Any future changes to the report are the responsibility of Client. The report can detail the following:

- A summary of the current document flow path with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations
- Possible timeline and workplan or a Statement of Work detailing the project
- Suggested retention periods based on client's needs and requirements
- Costs involved in initial project and expansions into various departments based on client's needs
- Recommendations of availability and accessibility of various documents based on client's requirements
- Recommendations of strategies on adoptions of new policies and procedures related to document management
- Recommendations for applying change management and training

MCCi can deliver results of the performed analysis in written form, as well as via an onsite meeting with key client stakeholders that should be attended by client CIO/IT Director, Application Administrators, departmental managers, and any other leadership members.

<b>Sample Timeline Process Assessment- Pre Development*</b>			
<b>Task #</b>	<b>Task Name</b>	<b>Duration</b>	<b>Resources Needed</b>
1	Kick-Off Meeting	1 day	MCCi Account Executive, MCCi Project Team, Client Project Sponsors
2	Process Analysis	5 days	MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1	Process Assessment - Pre-Development	1 day	
2.1.1	Meet Process Owners - Process 1		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.2	Meet Process Owners - Process 2		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.3	Meet Process Owners - Process 3		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.2	Deep Dive - Targeted Process - Process 1	1 day	
2.2.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.2.2	Review SOPs		MCCi Project Team, Client SME
2.2.3	Meet with Process Owners		MCCi Project Team, Client SME
2.3	Deep Dive - Targeted Process - Process 2	1 day	
2.3.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.3.2	Review SOPs		MCCi Project Team, Client SME
2.3.3	Meet with Process Owners		MCCi Project Team, Client SME
2.4	Deep Dive - Targeted Process - Process 3	1 day	
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2.4.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.4.2	Review SOPs		MCCI Project Team, Client SME
2.4.3	Meet with Process Owners		MCCI Project Team, Client SME
2.5	Shadowing - Selected Process(s) Observations	1 day	
2.5.1	Process 1		MCCI Project Team, Client SME
2.5.2	Process 2		MCCI Project Team, Client SME
2.5.3	Process 3		MCCI Project Team, Client SME
3	Process Definition Documentation (PDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
3.1	Create Final Draft	12 days	MCCI Project Team
3.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
3.3	Redline	4 days	Client Project Sponsors, Client SME
3.4	Final Corrections	4 days	MCCI Project Team
3.5	Client Approval – PDD	4 days	Client Project Sponsors
4	Solution Design Documentation (SDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
4.1	Create Final Draft	12 days	MCCI Project Team
4.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
4.3	Redline	4 days	Client Project Sponsors, Client SME
4.4	Final Corrections	4 days	MCCI Project Team
4.5	Client Approval - SDD	4 days	Client Project Sponsors
5	Meet with Stakeholders to Deliver Report	.5 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors

\*This timeline is provided as an example only. Actual timeline may differ based on project size, number of processes evaluated, and necessity for any change orders that may occur through the process. Qualifications for change orders can include, but are not limited to: post process approval revisions, additional resource requirements, etc. Actual timeline will depend upon client and vendor resource availability and responsiveness, as well as environment preparedness.

## TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

**INCLUDE ANY ADDITIONAL PRODUCTS AND/OR SERVICES AVAILABLE THAT VENDOR CURRENTLY PERFORMS IN THEIR NORMAL COURSE OF BUSINESS THAT IS NOT INCLUDED IN THE SCOPE OF THE SOLICITATION THAT YOU THINK WILL ENHANCE AND ADD VALUE TO THIS CONTRACT FOR REGION 14 ESC AND ALL NCPA PARTICIPATING ENTITIES.**

Please see our included Product Overviews below of value-added products and services.

### SERVICE PACKAGES

#### LASERFICHE SYSTEM MIGRATION PACKAGE

MCCi's System Migration Package is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions.

##### CLIENT DELIVERABLES

- Provide Microsoft Window Server(s) that meets Laserfiche system requirements
- Provide a Windows account that has administrative rights to each new Laserfiche server, can create, write, and read the various Laserfiche databases, and query Active Directory
- Acquire, install, and setup TLS certificates that meet Laserfiche requirements
- Create backup of Laserfiche databases and restore in new SQL environment
- Transfer data to new environment

##### MCCi DELIVERABLES

- Install and configure one (1) instance of each existing Laserfiche application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)
- Register existing repositories in the new environment with the various Laserfiche applications
- Upgrade existing Laserfiche applications to newest supported version of Laserfiche
- Provide consultation on best practices for volume and Laserfiche database migrations
- Perform basic software deployment testing

##### EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated
- Configuring Identity Providers other than native Active Directory
- Installing or Configuring applications that were not already installed or configured
- Migrating custom settings or integrations

##### ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later is currently installed.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

#### SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

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

##### CLIENT DELIVERABLES

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



**MCCI DELIVERABLES**

- Migrate a single (1) repository to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing

**EXCLUSIONS**

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups
- Migrating repositories over 400 GB (volumes + SQL database)

**ASSUMPTIONS**

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool.
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2008 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

**LASERFICHE INSTALLATION PACKAGE**

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

**CLIENT DELIVERABLES**

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

**MCCI DELIVERABLES**

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

**EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

**ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

**LASERFICHE SUBSCRIPTION STARTER INSTALLATION PACKAGE**

MCCi's Subscription Starter Installation Package is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, and Starter Audit Trail.

**CLIENT DELIVERABLES**

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

**MCCI DELIVERABLES**

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

**EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than Active Directory
- Installation of Laserfiche Windows Client, Workflow, Laserfiche Forms, Web Link, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect

**ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

## PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

**CLIENT DELIVERABLES**

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

**MCCI DELIVERABLES**

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
  - Basic configuration using the WebLink Designer not to exceed three (3) hours
  - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

**EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression

**ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

**UPGRADE TO LFDS INSTALLATION PACKAGE**

MCCi's Upgrade to LFDS Installation Package is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication.

**CLIENT DELIVERABLES**

- Provide Microsoft Windows Server that meets Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

**MCCI DELIVERABLES**

- Install and configure LFDS in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Migrate repository user accounts and groups to LFDS
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Perform basic software deployment testing

**EXCLUSIONS**

MCCi is not responsible for the following:

- Adding new users, creating new groups, access rights, and security
- Setting up external DMZ
- Installing and configuring Failover Clusters or Load Balancing
- Migrating existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than native Active Directory

**ASSUMPTIONS**

- Client's Laserfiche application server is on Laserfiche Version 10.4.1 or later
- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.

**LASERFICHE VERSION UPGRADE PACKAGE**

MCCi's Laserfiche Version Upgrade Package is designed for MCCi to upgrade your existing Laserfiche applications to the newest supported versions on the servers Laserfiche is currently installed on.

**CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

**MCCI DELIVERABLES**

- Update existing modules in one (1) environment to the newest supported version of Laserfiche.
- Perform basic software deployment testing.

**EXCLUSIONS**

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory

- Metadata configuration

#### **ASSUMPTIONS**

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later are currently installed.

### **LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE**

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the newest supported versions.

#### **CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

#### **MCCI DELIVERABLES**

- Perform licensing update to upgrade Client to defined platform and newest supported version of Laserfiche
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

#### **ASSUMPTIONS**

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher are currently installed.

### **LASERFICHE SANDBOX INSTALLATION PACKAGE**

MCCi's Laserfiche Sandbox Installation Package is designed for Clients whose subscription licensing includes a Sandbox license.

#### **CLIENT DELIVERABLES**

- Provide Microsoft Windows application server that meets Laserfiche system requirements

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

#### **MCCI DELIVERABLES**

- Install a single (1) sandbox environment on a single server including up to ten (10) users, Laserfiche Directory Server and any additional add-ons purchased from MCCI, such as portals

#### **EXCLUSIONS**

MCCI is not responsible for replicating other environments into Sandbox (E.g., Migrating workflows, forms processes, folder structures, security, user accounts, integrations, etc.).

#### **ASSUMPTIONS**

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Client owns Laserfiche Business Subscription Tier or Sandbox licensing.
- Client has acquired, installed, and set up TLS Certificates that meet Laserfiche requirements on Client's system.

### **LASERFICHE ADD-ON APPLICATION INSTALLATION**

MCCI's Add-on Application Installation Package is designed for MCCI to install and perform the initial basic configuration of one (1) Laserfiche application.

#### **CLIENT DELIVERABLES**

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

#### **MCCI DELIVERABLES**

- Install and configure one (1) application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing
- Provide one-hour overview on the application installed

#### **EXCLUSIONS**

MCCI is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Installing and configuring LFDS
- Installing and configuring Laserfiche PowerPack by MCCI
- Installation of Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuration of identity providers other than Active Directory

#### **ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

### **LASERFICHE SAML IDENTITY PROVIDER PACKAGE**

MCCI's Laserfiche SAML Identity Provider Package is designed to help Client configure directory server with a SAML 2.0 supported identity provider.

#### **CLIENT DELIVERABLES**

- Provide MCCI with claims mapping configuration information from SAML 2.0 Identity Provider (IdP)

#### **MCCI DELIVERABLES**

- Configure directory server to use the Client's SAML identity provider for authentication in the Laserfiche system
- Provide Client training on how to create accounts in directory server from the Client's SAML identity provider

#### **EXCLUSIONS**

MCCI is not responsible for the following:

- Configuring individual Laserfiche web products to use Single Sign On

- Troubleshooting issues with the SAML identity provider
- Identifying provider conversion: the migration (or conversion) of users from the current identity provider to the new SAML identity provider, including, without limitation, directory server and repository users
- Migrating (or converting) of users from current identity provider to the new SAML identity provider, including directory server and repository users
- Creating accounts in directory server from Client's SAML identity provider

#### **ASSUMPTIONS**

- Laserfiche Directory Server is installed and configured.
- Client's identity services must support SAML 2.0 tokens.
- Client must have sufficient access and privileges to their SAML-compatible identity services to configure Laserfiche as an authorized SAML service provider. This includes (but is not limited to) firewalls, exporting metadata, and importing metadata.

### **LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE**

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

#### **CLIENT DELIVERABLES**

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

#### **MCCi DELIVERABLES**

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

#### **ASSUMPTIONS**

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

### **LASERFICHE FILING WORKFLOW CONFIGURATION**

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

#### **CLIENT DELIVERABLES**

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process

- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

#### **MCCI DELIVERABLES**

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

#### **ASSUMPTIONS**

- Workflow is already installed and configured.

### **LASERFICHE REPOSITORY CONFIGURATION**

MCCi’s Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client’s organization to build their Laserfiche repository from and help establish consistent standards the Client’s organizations can build on. MCCi’s team will work with Client’s Project Manager to discover the templates and structure that fits the Client needs.

#### **CLIENT DELIVERABLES**

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

#### **MCCI DELIVERABLES**

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote “train the trainer” training on Basic Laserfiche and User functions.

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security

- Installing software
- Configuring workflows

## RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

### CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

### MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

### EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

### ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

## LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

### CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.



**MCCI DELIVERABLES**

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

**EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

**ASSUMPTIONS**

- Client has procured appropriate licensing for Real-Time Lookup.

**LASERFICHE QUICK FIELDS ADVANCED CONFIGURATION PACKAGE**

MCCi's Quick Fields advanced configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single Quick Fields session with maximum of five (5) classification types, configure Real-Time Lookup, and create a corresponding Laserfiche Template and fields.

**CLIENT DELIVERABLES**

- Provide lookup credentials
- Procure appropriate licensing for Real-Time Lookup and Classifications
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

**MCCI DELIVERABLES**

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up a maximum of five (5) session classifications, each with one (1) Real-Time Lookup using ODBC and three (3) field data queries per lookup
- Create five (5) Laserfiche Templates with up to twenty-five (25) fields total

**EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring workflow
- Creating dynamic fields
- Providing Quick Fields training

**LASERFICHE CLOUD SINGLE SIGN-ON**

MCCi will assist Clients in configuration and testing of supported Single Sign-On integration with Laserfiche Cloud.

**CLIENT DELIVERABLES**

- Download/export of Client-side SAML configuration file for import into LF Cloud
- Configure existing SAML-compatible SSO platform supported by LF Cloud

**MCCI DELIVERABLES**

- Setup SSO parameters within LF Cloud to communicate with Client-side SAML-compatible application
- Convert one LF Cloud user account to use SSO configuration
- Perform testing of SSO functionality from LF Cloud Web/Windows Client
- Demonstrate to Client how to configure additional LF Cloud users for SSO

**EXCLUSIONS**

MCCi is not responsible for the following:

- Assistance with setting up SAML-compatible application in Client-side SSO platform
- Configuration of SSO with unsupported or non-SAML providers
- Configuration of multiple users to use SSO within LF Cloud

**ASSUMPTIONS**

- Client has administrative access to Client-side SSO platform with ability to create applications
- Client has or can create user account within SSO platform for testing purposes

**LASERFICHE CONNECTOR INTEGRATION CONFIGURATION AND TRAINING**

MCCi provides installation, configuration services and training to assist MCCi's clients in quickly utilizing the streamlined experience for integrating Laserfiche with a line of business applications.

**CLIENT DELIVERABLES**

- Ensure that user's machine and application to be integrated with Connector meet Laserfiche Connector requirements outlined in the hardware requirements
- Provide a test utility to ensure that the application screen is viable prior to purchase. Client is responsible for ensuring the compatibility of applications prior to purchase
- All data used for configuration must be available from the application screens
- Appoint a Laserfiche Connector Administrator
- Provide Laserfiche metadata requirements

**MCCI DELIVERABLES**

- Install and integrate Laserfiche Connector on one (1) machine within the current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assist in configuration of integration for up to one (1) application screen with three (3) standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Provide remote "Train the Trainer" training while performing integration of the Client's software with Connector

**ASSUMPTIONS**

- Not all applications are guaranteed to work with Laserfiche Connector. Even if a test was successful with the Laserfiche Connector Test Utility, configuring with the full software may not work as intended.

**ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE - SELF-HOSTED/MANAGED CLOUD****CLIENT DELIVERABLES**

- Provide Microsoft Windows server(s) that meet the ABBYY system requirements
- Acquire, install, and setup SSL/TLS Certificate that meet the ABBYY requirements
- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

**MCCI DELIVERABLES**

- Install and provide initial configuration of one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers

**EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

**ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

**ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE - ABBYY CLOUD****CLIENT DELIVERABLES**

- Provide local Microsoft Windows server or workstation that meets the ABBYY system requirements for FlexiCapture Developer's Package
- Provide Windows account that has administrative rights to each windows server or workstation
- Provide CSV Files of Vendor and Business Unit data to be uploaded to Cloud

#### **MCCI ACTIVITIES AND/OR DELIVERABLES**

- Install the FlexiCapture Developers Package on one (1) workstation and/or server within the Client's environment.
- Configure ABBYY FlexiCapture Connect config.json file with connection and import and export settings

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

#### **ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

## **ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION WITH LASERFICHE PACKAGE**

#### **CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, fifteen (15) per vendor

#### **MCCI ACTIVITIES AND/OR DELIVERABLES**

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train Flexicapture identification for up to five (5) vendors, fifteen (15) per vendor

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

#### **ASSUMPTIONS**

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

## **ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION – NON-LASERFICHE PACKAGE**

#### **CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, 15 per vendor

#### **MCCI ACTIVITIES AND/OR DELIVERABLES**

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train invoices for up to five (5) vendors, 15 per vendor

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Creating custom development or coding that may be required for export or other processes
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

#### **ASSUMPTIONS**

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

### **ABBYY FLEXICAPTURE UPGRADE PACKAGE**

#### **CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Provide access to current version of FlexiCapture Installation files
- Backup FlexiCapture SQL Database and all FlexiCapture dedicated server(s)
- Verify that all pending tasks have been completed and all batches have been processed

#### **MCCI ACTIVITIES AND/OR DELIVERABLES**

- Compact and backup existing Invoice Project(s) files and training batches
- Uninstall existing version of FlexiCapture
- Download and install latest compatible version of FlexiCapture or FlexiCapture for Invoices in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers
- Upgrade existing project(s) to latest version

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

#### **ASSUMPTIONS**

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

### **CITIES DIGITAL ARCGIS INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

ArcGIS is a geographic information system used by municipalities to display data related to positions on a map. The ArcGIS integration by Cities Digital (CDI) links existing GIS layers to documents in Laserfiche, displaying both sets of information together within the assets on the map.

**CLIENT DELIVERABLES**

- Provide ArcGIS layer integration information for integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Replace existing ArcGIS layers with the integration layers on your ArcGIS map

**MCCI DELIVERABLES**

- Install CDI ArcGIS Integration software on a single (1) server to communicate with a single (1) repository
- Configure CDI ArcGIS Integration for up to five (5) ArcGIS Layers
- Provide one (1) hour of remote overview of integration

**EXCLUSIONS**

- MCCI is not responsible for creating any layers within ArcGIS.

**ASSUMPTIONS**

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- ArcGIS Online and ArcGIS Server 10.3.1 or later is installed and configured on Client system

**CITIES DIGITAL DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

DocuSign is an online document signature platform. The Cities Digital (CDI) DocuSign integration allows documents to be sent from and received back into the Laserfiche repository, as well as providing a suite of Laserfiche Workflow activities that allow for some automation of this process.

**CLIENT DELIVERABLES**

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche Servers
- Provide an outward-facing Windows server for installation of the Listener
- Provide DocuSign credentials for configuring and testing the integration

**MCCI DELIVERABLES**

- Install the following CDI DocuSign Integration components: Listener, Web Client integration, Workflow Activities, Desktop Client integration on one (1) workstation
- Configure DocuSign Connect
- Perform preliminary testing
- Provide one (1) hour of remote overview of integration

**EXCLUSIONS**

- MCCI is not responsible for Workflow Creation.

**ASSUMPTIONS**

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system
- Client owns DocuSign licensing level that includes integration keys

**CITIES DIGITAL MICROSOFT DYNAMICS CRM INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

The Cities Digital (CDI) Dynamics CRM integration for Laserfiche allows for easy connectivity and interaction between Laserfiche and Dynamics CRM.

**CLIENT DELIVERABLES**

- Provide Dynamics CRM credentials to be used by the integration
- Provide URL for Dynamics CRM

**MCCI DELIVERABLES**

- Install Dynamics CRM Integration
- Configure up to three (3) Dynamics Entities

- Perform alpha testing
- Provide one (1) hour of remote overview of integration

#### **EXCLUSIONS**

- MCCi is not responsible for configuration in Dynamics CRM.

#### **ASSUMPTIONS**

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system

### **TRACKER INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

MCCi's Tracker Integration eliminates the need for third-party integration tools to provide a streamlined user experience for scanning, importing, and retrieving documents in Laserfiche from the Tracker application. This integration leverages built-in web features of Laserfiche allowing tracker to trigger these actions using standard HTTP requests.

#### **MCCI DELIVERABLES**

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings: gather/compile all details and provide to Tracker team for them to deploy
- Configure Laserfiche Form for file uploads
- Create Laserfiche Workflows to file documents brought into the repository by the integration
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuration of servers in DMZs

#### **ASSUMPTIONS**

- Laserfiche Forms 10.4 or later installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

### **TRACKER INTEGRATION UPGRADE PACKAGE**

For Clients with existing integrations through MCCi using third party tools like RatchetX, this package will upgrade them to the new built-in integration.

#### **MCCI DELIVERABLES**

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings (gather/compile all details and provide to Tracker team for them to deploy)
- Configure Laserfiche Form for file uploads
- Create workflow configuration or updates to existing workflow as required (up to four (4) hours)
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuring servers in DMZs

#### **ASSUMPTIONS**

- Laserfiche Forms 10.4 or later is installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

## **LASERFICHE DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

This package will allow basic integration of DocuSign with Laserfiche for electronically signed documents.

### **CLIENT DELIVERABLES**

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Provide an outward-facing Windows server for installation of the Laserfiche Web Import Service
- Provide DocuSign credentials for configuring and testing the integration

### **MCCI DELIVERABLES**

- Install and configure Laserfiche Web Import Service
- Configure DocuSign integration
- Perform alpha testing

### **EXCLUSIONS**

- MCCI is not responsible for DocuSign configuration outside of the integration components.

## **MCCI CWSAPI INSTALLATION AND CONFIGURATION PACKAGE**

MCCI CWSAPI allows Client developers to integrate their third-party software with Laserfiche.

### **CLIENT DELIVERABLES**

- Provide a dedicated Laserfiche named user/keyed integrator license for CWSAPI to utilize
- Provide an outward-facing server for installation of the integration
- Provide SQL database to facilitate upload "chunking"

### **MCCI DELIVERABLES**

- Install CWSAPI Integration
- Complete basic configuration of the CWSAPI utility
- Provide (1) hour of remote overview of integration and Swagger

### **EXCLUSIONS**

- MCCI will assist the Client's development team as questions or issues arise but is not responsible for writing the custom integration to the Client's software itself.

### **ASSUMPTIONS**

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.6.1 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

## **MCCI ENERGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

MCCI EnerGov integration leverages the MCCI CWSAPI to integrate with EnerGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

### **CLIENT DELIVERABLES**

- Provide desired EnerGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCI for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to EnerGov technical staff and resources as needed
- If EnerGov "Intelligent Object" configuration is desired, it is Client's responsibility to configure the appropriate settings in EnerGov or to work with EnerGov to do so. Intelligent Objects is the EnerGov feature that allows for creating letters and other documents and having them attached to EnerGov records. EnerGov configuration is needed to set this up and to have these documents treated as attachments to be stored in Laserfiche.

- Provide an outward-facing server for installation of the integration
- Provide a dedicated Laserfiche named user/keyed integrator license to operate the integration
- Confirm with EnerGov ownership of any needed SDK, API, and/or general EnerGov licensing requirements related to this integration.
- Provide SQL database to facilitate upload “chunking”
- Perform User Acceptance Testing (UAT)

#### **MCCi DELIVERABLES**

- Provide list of EnerGov fields available for mapping to Laserfiche
- Install EnerGov Integration Utility on Client server
- Assist in configuring up to three (3) EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate from the integration template to the final Laserfiche template
- Provide remote “Train the Trainer” training in a single session for up to three (3) hours to empower Client to configure other available EnerGov Entity Types
- Perform alpha testing

#### **EXCLUSIONS**

- MCCi is not responsible for configuration of Laserfiche filing workflows unless a separate package or SOW is included

#### **ASSUMPTIONS**

- EnerGov Self-hosted or EnerGov Cloud platform is installed and configured on Client system
- MCCi EnerGov Integration will be installed on Client's self-hosted servers
- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

## **MCCI NEOGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE**

MCCi NeoGov integration leverages MCCi's CWSAPI to integrate with NeoGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

#### **CLIENT DELIVERABLES**

- Provide desired NeoGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to NeoGov technical staff and resources as needed
- Provide an outward-facing server for installation of the integration
- Ensure that web server within the organization's DMZ with IIS is installed
- Ensure that TLS Certificate is installed and created with a publicly addressable subdomain, such as <https://lfintegrations.cityname.gov>
- Provide SQL database to facilitate upload “chunking”
- Provide a dedicated named user/keyed integrator license for the integration
- Perform alpha testing

#### **MCCi DELIVERABLES**

- Install NEOGOV Integration Utility on Client server
- Configure Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate document name to document type and move to final HR Laserfiche template for the documents
- Perform alpha testing



**EXCLUSIONS**

- MCCI is not responsible for the configuration of filing workflows unless a separate package or SOW is included.

**ASSUMPTIONS**

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

**ONESPAN DEPLOYMENT WITH BASIC LASERFICHE INTEGRATION**

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup and configuration, but does not provide creation of processes built through Forms or Workflow.

**CLIENT DELIVERABLES**

- Ensure Laserfiche Web Client is installed on a web server that is accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Appoint IT resources to work with MCCI for configuration and training
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

**MCCI DELIVERABLES**

- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources (up to three (3) people trained)
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or OneSpan Sign interfaces to send documents for signature and receive notification when signing is complete

**EXCLUSIONS**

MCCI is not responsible for the following:

- Creating and/or providing the process to build or create documents to be signed
- Integrating with Laserfiche Workflow


**ONESPAN DEPLOYMENT WITH ADVANCED LASERFICHE INTEGRATION**

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup, and configuration, as well as training/creation of one (1) process built through Forms or Workflow.

**CLIENT DELIVERABLES**

- Ensure Laserfiche is on version 10.4 or later with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Have testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

**MCCI DELIVERABLES**

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- Assist Client with deployment of OneSpan Sign using the OneSpan-Laserfiche integration for one (1) signing process. Client can choose to have signing transactions:
  - Automatically send using the workflow activities included in the integration, or
  - Send signing transaction ad hoc using the Laserfiche Web Client integration
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training one (1) session with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or Laserfiche Workflow to send documents for signature and receive callback when signing is complete
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once beta test is complete

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Integrating OneSpan with Laserfiche Workflow

#### **ONESPAN DEPLOYMENT WITH NO LASERFICHE INTEGRATION**

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This integration covers only OneSpan setup and not the integration portion.

#### **CLIENT DELIVERABLES**

- Provide pre-created documents, ready for the signing process
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Must have TLS 1.2 configured on all Laserfiche application servers

#### **MCCI DELIVERABLES**

- Assist Client with deployment of OneSpan Sign using the OneSpan Interface for one (1) signing process
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once Beta is complete

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Providing training documentation for configured processes
- Performing Laserfiche integration

#### **LASERFICHE CONNECTOR FOR ONESPAN INSTALLATION AND TRAINING**

OneSpan is an online signing platform with integration options within Laserfiche. This integration allows users to begin the signing process from within the repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package assumes the Client already has OneSpan and would only cover the integration portion.

**CLIENT DELIVERABLES**

- Ensure Laserfiche is on version 10.4.x or higher with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers.
- Provide pre-created documents, ready for the signing process
- Assemble a team of Laserfiche administrators to receive overview training on Laserfiche Connector components
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

**MCCI DELIVERABLES**

- Conduct a project kickoff call to set objectives and review systems/processes used
- Install and configure OneSpan Sign Laserfiche Connector Service
- Conduct Laserfiche Connector for OneSpan overview/training (one (1) session) with Client stakeholders and technical resources

**EXCLUSIONS**

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Creating and/or providing build-out of actual signing process
- Creating and/or providing training documentation for configured processes

**LASERFICHE REPOSITORY ADMINISTRATOR TRAINING**

MCCi's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- |                               |                                       |                                    |
|-------------------------------|---------------------------------------|------------------------------------|
| ▪ User Management             | ▪ Metadata Management                 | ▪ Audit Trail (if purchased)       |
| ▪ Core User Security          | ▪ Repository Architecture Overview    | ▪ Weblink Designer (if purchased)* |
| ▪ Supplemental User Security* | ▪ Web and Windows Clients Differences | ▪ Technical Support Overview       |
| ▪ Monitoring User Activity    | ▪ General Repository Settings         | ▪ Recycle Bin Settings             |

\*Available for full day training only

**CLIENT DELIVERABLES**

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

**MCCI DELIVERABLES**

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

Description	Basic	Full
<b>Product Training</b>	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
<b>Instructor-Led Sessions</b>	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
<b>Great For</b>	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

## LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

### MCCI DELIVERABLES

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

## USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

### BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

### ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.


- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

### MCCI DELIVERABLES

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

Description	Basic	Full	Advanced
<b>Product Training</b>	Laserfiche Client	Laserfiche Client	Laserfiche Client
<b>Instructor-Led Sessions</b>	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
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<b>Great For</b>	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users
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## Laserfiche Records Management Module Training

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

### RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

### ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

### MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
<b>Instructor-Led Sessions</b>	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
<b>Laserfiche Workflow for Uniform Filing Training</b>  2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

## PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

#### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

#### MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
<b>Product Training</b>	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
<b>Instructor-Led Sessions</b>	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
<b>Exercises Designed to Learn Tools and Explore Features</b>	Included	Included	Included
<b>Coaching on a Process Design</b>	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

### PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote sessions prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

#### CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

#### MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
<b>Product Training</b>	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
<b>Instructor-Led Sessions</b>	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
<b>Exercises Designed to Learn Tools and Explore Features</b>	Included	Included	Included
<b>Coaching on a Process Design</b>	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

## INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of your new Laserfiche implementation project, this one-hour training course will provide you and your departmental subject-matter experts with an overview of the features and functionality of your Laserfiche platform. The training course is built to help you understand what Laserfiche is capable of and get you into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of your project.

#### TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving your documents?
- Best practices in creating/managing your repository.
- Overview of your process automation tools, based on your platform/subscription/licensing.

#### MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

#### EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

#### ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

## LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

#### **CLIENT DELIVERABLES**

- Attend Laserfiche Administration Training prior to Quick Fields training

#### **MCCI DELIVERABLES**

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

### **INSTALLATION AND INITIAL CONFIGURATION OF ACTIVE DIRECTORY CERTIFICATE SERVICES (AD CS)**

MCCi will install and do an initial configuration of the Active Directory Certificate Services (AD CS) on a Windows Server. This configuration will be used to create the necessary TLS certificates required for the software implementation.

#### **CLIENT DELIVERABLES**

- Provide a Windows Server that meets the requirements necessary to install and configure an AD CS as outlined by Microsoft
- Install CA Certificate on end-user machines (recommended to use Group Policy)

#### **MCCI DELIVERABLES**

- Install AD CS on one (1) Windows Server
- Complete initial configuration of AD CS
- Create necessary certificates to use with Laserfiche and ABBYY products from the newly installed AD CS

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Maintaining or troubleshooting AD CS in any manner after the initial configuration is complete
- Maintaining the validity of certificates created from the AD CS. This includes renewing certificates that expire

#### **ASSUMPTIONS**

- For MCCi to be able to perform the installation and configuration of this service, Client must be able to log in with an administrative account that belongs to the Enterprise Admins and the root domain's Domain Admins group.
- Domain Functional Level and Forest Functional Level are Windows Server 2016 at a minimum.

### **MCCI AUTOMATED FILING IMPLEMENTATION SERVICES FOR SCANNING DELIVERY**

MCCi will assist in the delivery of Laserfiche images scanned by MCCi Scanning by creating or modifying a filing workflow for the document types included in the Scanning order. The purpose of this package is to provide the Professional Services team with the means to provide a seamless delivery of the images scanned and indexed by the MCCi Scanning team. Both teams will collaborate to ensure the delivery and import of Client images into their Laserfiche system.

#### **CLIENT DELIVERABLES**

- Complete requirements gathering with MCCi Project Manager to define naming schemes and folder paths for document types included in the Scanning order.

#### **MCCI DELIVERABLES**

- Hold Client discovery meeting
- Import all Laserfiche Briefcases from MCCi Scanning into one (1) Laserfiche repository
- Create or modify one filing workflow as needed for filing the documents included in the imported Laserfiche Briefcases provided by MCCi Scanning (not to exceed five (5) document types)
- Set document type root-level security



**EXCLUSIONS**

MCCi is not responsible for the following:

- Implementing automated Business Process routing logic
- Creating and modifying Laserfiche templates and metadata
- Creating and modifying Records Management configurations
- Modifications and alterations of existing documents in the Laserfiche repository
- Automated security configuration
- Installing and configuring software
- Setting up and modifying users and groups for the Laserfiche repository

**ASSUMPTIONS**

- Laserfiche System is already installed and configured in the Client's environment.
- Users and groups are set up for the Laserfiche repository.

**IMPLEMENTATION MANAGEMENT PACKAGE**

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

**MCCI DELIVERABLES**

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

**MCCI BLOCK OF HOURS PACKAGE**

This is a non-refundable block of hours, at a fixed cost to be used within 45 days of project kickoff, for MCCi Laserfiche Content Services work. MCCi will assign a Laserfiche Certified technical resource to assist the Client with their content services project. **Unused hours will expire after 45 days.**

**CLIENT DELIVERABLES**

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements.

**EXCLUSIONS**

MCCi is not responsible for the following:

- Creating custom coding and scripting
- Providing project management services
- Installing and configuring DMZ
- Configuring or modifying network or infrastructure
- Providing formal Laserfiche application training
- Configuring Laserfiche SDK

**ASSUMPTIONS**

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Ensure that TLS 1.2 is configured on all Laserfiche Servers.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.

**MCCI CONSULTING SERVICES – PROCESS ASSESSMENT PACKAGE**

MCCi's Consulting Services – Process Assessment Package is designed for MCCi to meet with the Client onsite for two (2) consecutive days to conduct an assessment of the Client's business process and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. **CLIENT DELIVERABLES**

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

#### **MCCI DELIVERABLES**

- Provide two (2) consecutive days onsite for Client interviews to define business process and pain points
- Provide one (1) written report on as-is and to-be states of business process, identified pain points, and suggested remedies using MCCi products and services

#### **EXCLUSIONS**

MCCi is not responsible for:

- Training and/or video recordings.
- Developing a written Statement of Work
- Conducting the implementation of suggested remedies and solutions

### **MCCI CONSULTING SERVICES – PROCESS ASSESSMENT AS A SERVICE – WITH CELONIS**

MCCi's Consulting Services – Process Assessment as a Service offering is designed for MCCi to meet with the Client to conduct an assessment of the Client's business process(es) and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. MCCi will configure Celonis and deploy agents to monitor identified applications and users, as well as prepare a report identifying the results of the processing mining performed and process deviations therein. The Client will be interviewed by the MCCi Project Manager and Business Analyst to document the reasons for process deviations and opportunities for process improvement and automation. Finally, MCCi will deliver a proposed Statement of Work for up to one (1) project for up to one (1) process to be improved.

#### **CLIENT DELIVERABLES**

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

#### **MCCI DELIVERABLES**

- Provide one (1) day onsite for Client interviews to define up to two (2) business process(es) and pain points
- Provide one (1) written report on as-is and to-be states of business process(es), identified pain points, and suggested remedies using MCCi products and services
- Provide one (1) written report on process deviations with figures provided by Celonis showing:
  - Amount of time each deviation adds to the process(es)
  - Narrative description of the deviation(s)
  - Findings from interviews regarding deviations
  - Recommendations for eliminating or improving the processing of each deviation
- Configuration of Celonis and respective agents
- Development of one (1) Statement of Work for up to one (1) process to be improved.

#### **EXCLUSIONS**

MCCi will not be responsible for:

- Training and/or video recordings
- Conducting the implementation of suggested remedies and solutions
- Providing Celonis licensing/subscription

#### **ASSUMPTIONS**

- Client will provide access to Celonis for at least three (3) MCCi users and at least two (2) Client users during the Client's Celonis subscription period.

### **MANAGED CLOUD SETUP PACKAGES**

MCCi sets up Client's Managed Cloud infrastructure on Client's behalf, providing a secure and compliant environment without the worry of day-to-day management.

#### **MCCI DELIVERABLES**

- Provide Azure compute and networking resources
- Deploy security and identity management configurations

- Setup monitoring and alerting
- Configure Backups and Update Management

#### **EXCLUSIONS**

- Migrating existing data
- Anything not expressly included

#### **ATTENDED INFRASTRUCTURE ACCESS**

MCCi's Attended Infrastructure Access is a service for Clients that are unable to grant the MCCi team unattended access to the project infrastructure being utilized. This package is necessary in the case that attended access is required due to, but not limited to, the following:

- Navigating Client availability and rescheduling, MCCi staff schedules, and time zone conflicts
- Limitation of remote access functions
- In session issues that arise
- Limited screen space
- Client questions and interaction during attended sessions

#### **CLIENT DELIVERABLES:**

- Provide enough attended access availability to accommodate the MCCi project team scheduling requests
- Adhere to agreed-upon scheduling for attended sessions
- Be available during entire attended session in case of issues with host machine, etc.

#### **EXCLUSIONS**

- Recording attended sessions
- Training

#### **ASSUMPTIONS**

- MCCi will have hardware input control
- Failure to abide by scheduling needs can result in a negative impact to the project timeline
- Client will have all needed credentials ready and available during attended sessions

## MCCi'S SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

## LASERFICHE

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) <sup>+</sup>	■	■	■	■
Remote access support through web conferencing service <sup>+</sup>	■	■	■	■
Access to product update version and hotfixes (Client Download) <sup>+</sup>	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums <sup>+</sup>	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms <sup>*</sup>				■

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

<sup>\*</sup> Excludes the development of new integrations, large-scale development projects, and SQL queries.

<sup>\*\*</sup> **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed

with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

#### **BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)**

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
  - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

## ABBY

	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) <sup>+</sup>	■	■	■	■
Remote access support through webconferencing service <sup>+</sup>	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Create/update users or groups, import profiles, or update batches	■	■	■	■
Editing ABBY export script, import from Laserfiche, fields/variables within an existing project, or training		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries.

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

## SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

### CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBY).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.

- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

### **MANAGED SUPPORT SERVICES (MSS)**

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**  
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**  
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**  
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**  
MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.
- **LASERFICHE CERTIFICATIONS**  
Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**  
Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**  
MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

### **MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)**

MCCi's **MSS 2** package provides all the MSS benefits plus is for clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**  
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.
- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**  
Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.
- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**  
Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.
- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

### **PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)**

MCCi's **PASS** package provides all the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.

- **SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **PASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

### **PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)**

**PASS 2** includes the benefits of **PASS** and provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge. **PASS 2** pricing for the advanced block of hours is based on a flat fee and MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS 2** can be used for the following:

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

- **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it's important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and are able to assist with the knowledge transfer to the new solution administrator if needed.

- **MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.

- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**

Avoid MCCi's after-hours premium charge for server migrations and upgrades. **PASS 2** clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's Weblink/Public Portal to meet Client's needs.

## **SERVICE LEVEL AGREEMENT (SLA)**

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

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

## THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

### BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*



## MANAGED CLOUD OVERVIEW

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. Infrastructure as a Service (IaaS) reduces operational overhead and automates common activities (i.e., change requests, monitoring, patch management, security, and backup services). This service provides a full-lifecycle service to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

### MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

*For existing clients who have a self-hosted solution that they wish to migrate to MCCi's Managed Cloud, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and not included in our standard packages.*

### FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide infrastructure support services for your environment, including:

- Network, security, system, computing resource, and database management
- Application deployment, scaling, and lifecycle management
- Patch management:
  - Monitoring and categorization of new patches and vulnerabilities
  - Client notification of patch related maintenance windows
  - Patch testing and roll-out
  - Auditing and reporting of device compliance
- Backup and restore services
- Operating system and SQL licensing needed for your infrastructure

### AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is [FedRAMP Authorized](#) at Level High and handles data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with a high security and compliance level, Azure Government uses physically isolated datacenters and networks (located in the U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

### MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

### ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES encryption. Azure Disk Encryption available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

### **BACKUPS**

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure Backup-based recovery-services offering provides two types of replications to keep your storage/data highly available:

#### **Schedule:**

A daily snapshot of all VM OS and attached storage disks

#### **Retention:**

MCCi's default retention period for Managed Cloud is ten days. Extended retention-period offerings available (45 days of daily backups, plus one monthly backup for 12 months) and priced separately.

#### **Location:**

MCCi's default offering is locally redundant storage (LRS) that replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.

#### **Enhanced Offerings Available Upon Request:**

Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the source data's primary location). GRS costs more than LRS, but GRS provides a higher durability level for your data, even if there's a regional outage.

### **FIREWALLS**

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the "allow what you want to allow and deny all else" premise and protecting your network with security policies based on the application identity, irrespective of port, protocol, an evasive tactic, or encryption certificate to be used with SSL or TLS
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets and spyware, and unknown threats, such as advanced persistent threats
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment

### **IDENTITY MANAGEMENT INTEGRATION**

Identity management is the organizational process for identifying, authenticating, and authorizing individuals or groups of people to access applications, systems, or networks by associating user rights and restrictions with established identities. Laserfiche supports several options for federating Identity Management to multiple providers. Depending on whether the system is a new deployment, or an existing deployment migrated to the Managed Cloud, there may be limitations in supported migration options or additional network communications required of the Client's network to support the desired configuration.

## ABBYY OVERVIEW

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions, and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

### ABBYY FLEXICAPTURE FOR INVOICES

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases analysis and forecasting accuracy. ABBYY's award-winning, AI-driven recognition neural networks, and machine learning technologies provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.



#### Efficiency gains

Realize more than a 400% increase in number of invoices an employee can process manually, and 30% less time responding in inquiries.



#### Reduced costs

Reduce the costs by 5-10 times compared to manual processing.



#### Faster cycle time

Decrease invoice cycle time (receipt to payment) to 5 days or shorter, nurture supplier relationships, and take advantage of early payment discounts.

### ABBYY FLEXICAPTURE

ABBYY FlexiCapture is an Intelligent Document Processing platform built for the needs of today's complex digital enterprise. ABBYY FlexiCapture intelligently captures, classifies, and transfers critical data from unstructured and structured documents to the right process, workflow, and advanced recognition capabilities by bringing together the best NLP (natural language processing), machine learning, and advanced recognition capabilities or decision engine. ABBYY FlexiCapture automatically processes all types of documents from files and scanners in a single flow, including office documents and image formats, email attachments, and message bodies. Orchestrating the process from acquisition to delivery, FlexiCapture feeds content-driven business applications such as RPA and BPM (business process management), helping organizations focus on customer service, cost reduction, compliance, and competitive advantage.



#### Faster, straight-through processing

Content from documents entering through any channel, in any format, is automatically extracted, understood, and delivered, removing manual processing friction.



#### Smooth transactions, smart decisions, rapid action

Leverage customer-provided data to accelerate transactions, make smarter decisions, and provide quick, accurate responses to your customers.



#### Control, predictability, and compliance

Gain full chain of custody reporting and management for fine-tuning of results, while ensuring end-to-end compliance with your process and security models.

## ABBYY DEFINITIONS

### FLEXICAPTURE FOR INVOICES

*FlexiCapture for Invoices* includes:

#### **SUPERIOR QUALITY**

The system is already trained with numerous variants of invoices, using neural networks technology, saving Client time and money. When Client begins processing the invoices, there is no need for Client to start with the fine-tuning and training on the samples.

#### **STRAIGHT-THROUGH PROCESSING**

Automated document processing from invoice arrival to posting without human intervention enables accounting staff to focus on exceptional invoices only.

#### **BUSINESS-READY**

ABBYY FlexiCapture for Invoices offers a quick and easy start to automated invoice processing without a long and cost-intensive deployment cycle. The solution is pre-configured to identify all necessary data fields on invoices and offers essential validation rules.

#### **MULTI-CHANNEL INPUT**

ABBYY's invoice solution supports multiple input channels like web-based invoice scanning, email, MFP, FTP, mobile capture, or fax. Capture at the point of entry instead of hand-to-hand paper transfer, enabling instant delivery of invoices into electronic workflows, adding transparency to Client's AP process.

#### **PURCHASE ORDER MATCHING**

Automated purchase order matching on header level and validation against ERP master databases decreases time required for manual verification, facilitates data reconciliation, streamlines the invoice processing cycle, and enables straight-through processing for matched documents. The automated matching results can be reviewed and validated by the accountant.

#### **INTUITIVE DATA VERIFICATION**

Time spent on invoice reviews and corrections can be reduced to a minimum thanks to an intuitive validation interface, which guides the accountant through the fields that require attention. Smart value suggestions and other useful features facilitate effective data verification.

#### **ARCHIVE-READY**

Invoice images are converted to compressed searchable PDF files ready for electronic archiving, which facilitates audits, timely response to internal or external inquiries, and supports compliance with financial document retention regulation.

#### **TIGHT INTEGRATION**

Supplied with proven connectors to various ERPs, approval workflows, BPM systems and Laserfiche, the solution can be seamlessly integrated in an existing financial environment.

#### **MACHINE LEARNING BY USER SIDE**

While Client uses the solution, it starts learning by feedback on Client's documents and additionally increases extraction quality. The more Client uses the solution, the better quality of results Client gets. Controllable on-the-fly training technology enables immediate data detection refinement directly by an accountant while reviewing the invoice. As opposed to "black-box"-life self-learning systems, ABBYY FlexiCapture for Invoices gives IT staff full control over the training results.

#### **IMAGE ENHANCEMENTS**

Enhanced Image pre-processing enables automatic clean-up and enhancement of images arriving from desktop or mobile scanning.

All images go through image enhancement and pre-processing, a process in which scanned images are altered to make them more suitable for analysis and recognition. This process includes operations such as removing noise (e.g., de-speckling), de-skewing (rotate), correct distortions and binarization.

### **ADVANCED CLASSIFICATION**

FlexiCapture offers image, text, or rule-based classification methods that can be combined into a hierarchical system to deliver the greatest straight-through processing performance and reduced manual review. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern; and text classification which relies on statistical and semantic text analysis. Use any of these technologies separately or simultaneously to deliver faster response times and prompt decision making. Advanced classification can be used for the whole document flow in order to process not only invoices but the other types of documents within the same processing.

### **LINE ITEMS SUPPORT\***

ABBYY supports table Line Items extraction such as: Article Number, Description, Unit Price, Quantity, TotalPriceNetto, VatCode, Vat Value, Vat Percentage, Total Price Brutto. A table extraction of line items can be performed with or without purchase order data.

\*This functionality may vary based on Client's scope of services and may not include all the items above.

### **SCALABILITY AND ENHANCED PERFORMANCE**

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

### **MULTI-TENANCY**

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up. The multi-tenant architecture allows several different groups of users to work within the system while having no access to each other's data and configuration parameters.

### **DOCUMENT SETS**

Many business processes use documents that are all related to one another because they serve some common purpose. In ABBYY FlexiCapture, documents of this sort can be grouped together into document sets.

Multiple linked documents can be processed as one (1) complete case file, with various assembly, processing and validation checks, to improve efficiency in more complex case management scenarios (e.g., customer on-boarding scenarios, mortgage applications, insurance reports, and claims management). These scenarios imply not only document recognition, but also the need to check if all required documents have been provided (completeness check) and that all of them belong to the same case (continuity check), e.g., verify that the person's name is the same in all submitted documents. With the Document sets feature Client can create a table with the similar fields from different invoices to streamline the document processing of the group of similar documents and enable automated expense management for a well-rounded travel policy.

### **MOBILE CLIENT**

Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly.

### **SINGLE SIGN-ON**

Single sign-on (SSO) enables users to securely authenticate with multiple applications and websites by logging in only once. The most popular identity providers, such as Active Directory, Azure Active Directory, OKTA, and OneLogin, are supported out-of-the-box.

### **COMMAND LINE INTERFACE (CLI)**

With Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of machine learning for all projects, backup or restore existing projects.

### **EXPORT FILE FORMATS**

Data export formats: XLS, DBF, CSV, TXT, XML

Image export formats: TIFF, JPEG, PDF, PDF/A (Standard allows Client to select the version of the format standard. By default, the version of the standard is detected automatically. For PDF/A the following standard versions are currently available: 1a, 1b, 2a, 2b, 2u, 3a, 3b, 3u), BMP, JPEG2000, PCX packbits, PNG.

### **FLEXICAPTURE**

*FlexiCapture* includes:

#### **AUTO-LEARNING**

The new auto-learning capabilities help accelerate time to production and significantly reduce ongoing system support and maintenance costs. The technology helps users to train the system to process flexible or irregular document layouts while the administrator retains full control to edit, fine-tune, or discard auto-learning results. The system continuously learns and improves based on feedback from users leveraging ABBYY advanced machine learning and Natural Language Processing.

#### **ADVANCED DOCUMENT CLASSIFICATION**

Inbound communication can be classified by form and content to optimize Client's organization's information-driven processes. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern, and text classification which relies on statistical and semantic text analysis.

#### **SCALABILITY AND ENHANCED PERFORMANCE**

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

#### **MULTI-TENANCY**

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up.

#### **SINGLE SOLUTION FOR ALL DOCUMENT TYPES**

By using sophisticated document analysis, FlexiCapture is able to detect the exact type of paper or digital documents (spreadsheets, images, logos, etc.) and different areas within a document, even when text appears unreadable. Word, Excel, PDF, email bodies, scanned images, and other digital documents can be processed in the same flow.

#### **IMAGE ENHANCEMENTS**

ABBYY Image Enhancement automatically improves images captured by mobile devices to optimize processing. It is also indispensable for processing documents with complex backgrounds like transcripts, identification documents, and transportation forms, while automatically optimizing the image for processing or providing immediate feedback

if the image quality is poor. Features such as auto crop, background whitening, image quality assessment and capability to create custom enhancement profiles for different image sources, help process all documents regardless of their quality or source.

#### **MULTI-LEVEL DATA PROTECTION**

Various confidential data within documents can be hidden using different methods during exchange and verification by operators with different access rights. HTTPS provides bidirectional encryption between a user and a server to protect against data interception and tampering attacks.

#### **ADVANCED MONITORING AND ANALYTICS TOOLS**

Tools help Client analyzes document processing flow, ensure continuity of business process, and optimize and prioritize resources to tune performance and eliminate bottlenecks.

#### **EASY ADMINISTRATION**

With new Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of Machine learning for all projects, or backup or restore existing projects.

#### **SMOOTH INTEGRATION**

Default connectors for Blue Prism, Laserfiche and other systems are available.

#### **MULTI-CHANNEL DATA ENTRY**

Multi-channel data entry enables Client to process both paper and digital documents coming from multiple sources in a single flow, including MFPs, network scanners, emails, FTP, web post or hot folders and mobile devices.

#### **MOBILE CAPTURE**

Increase data availability and processing speed using mobile devices and other document sources for data entry. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly. Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY.

## ONESPAN OVERVIEW

The world has gone digital, and it's not simply a question of doing business better, faster, and cheaper. Most businesses and government organizations move toward end-to-end digital business processes to improve customer experience by shifting away from paper and adopting electronic signatures. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

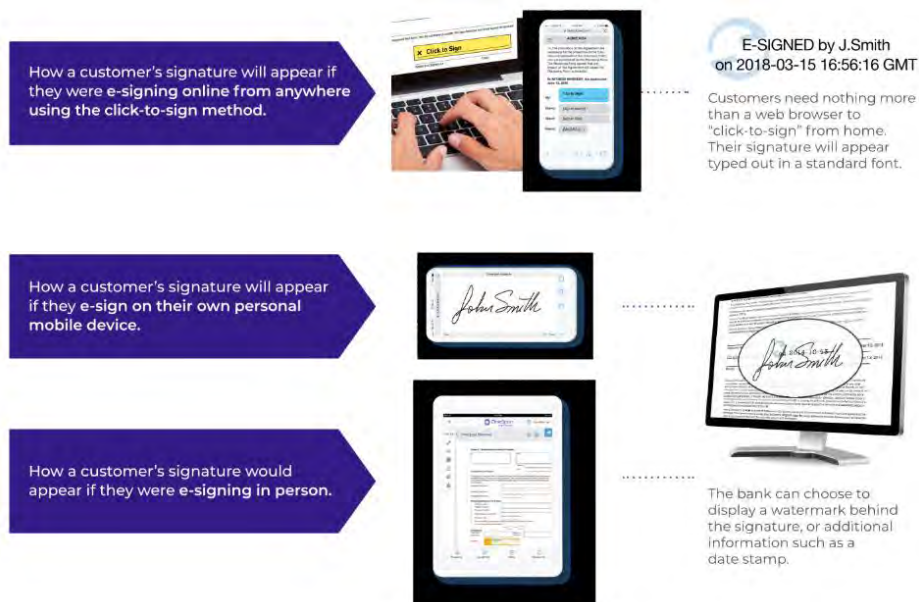
- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

### DOCUMENT SECURITY

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

### COMPREHENSIVE AUDIT TRAILS

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).





## JUSTFOIA OVERVIEW

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

## JUSTFOIA DEFINITIONS

### JUSTFOIA

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

### REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

### JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training, and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

### ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports

- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

### **SINGLE SIGN-ON (SSO)**

The JustFOIA authentication system enables Single Sign-On (“SSO”) integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer’s IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate

### **PAYMENT PORTAL**

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

### **ADOBE ACROBAT PRO PLUG-IN**

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer’s JustFOIA system. It’s as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

### **LASERFICHE INTEGRATION**

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

### **ANY & ALL DOCUMENT MANAGEMENT**

For customers who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

## **CUSTOM WORKFLOWS**

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

## TAB 9 - REQUIRED DOCUMENTS

### FEDERAL FUNDS CERTIFICATIONS

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

#### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **FEDERAL REQUIRED SIGNATURES**

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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Donny Barstow

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahassee FL 32311

Authorized Signature E-SIGNED by Donny Barstow  
on 2022-10-24 17:59:15 GMT

Date **October 24, 2022**



## ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name **MCCi, LLC**

Address **3717 Apalachee Parkway, Suite 201**

City/State/Zip **Tallahssee, Florida 32311**


Telephone Number **(850) 701-0725**

Fax Number **(850) 564-7496**

Email Address **dwb@mccinnovations.com**

Printed Name **Donald Barstow**

Title **President and CEO**

Authorized Signature  E-SIGNED by Donny Barstow  
on 2022-10-21 11:59:20 GMT

## STATE NOTICE ADDENDUM

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>

**ABBYY**

890 Hillview Court, Suite 300,  
Milpitas, CA 95035, USA  
Phone: +1 408 457 9777  
Fax: +1 408 457 9778  
sales@abbyyusa.com  
www.abbyy.com

01.11.2022

To whom it may concern,

Please note that MCCI, is a certified Abby Elite Partner in good standing. MCCI is fully certified and authorized to sell and support the ABBYY product line.

Sincerely,

DocuSigned by:  
*Butch Reh, President ABBYY USA Software House, Inc*  
C9AD4DF5557B455...

November 1, 2022



**Re: Confirmation of OneSpan Authorized Reseller Status**

November 14, 2022  
**Illinois**

**Chicago,**

To whom It May Concern,

We confirm that **MCCi, LLC**, located at 3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 is an authorized OneSpan reseller in the territory of North America under a Non-Exclusive Reseller Agreement, executed between Raya and OneSpan on June 5<sup>th</sup>, 2020 (“Reseller Agreement”).

OneSpan agrees that **MCCi, LLC** presents the OneSpan commercial offer, enters into business negotiations, and to signs a contract for its own account in response to any Requests for Proposals or Information (RFPs or RFIs) within the cited territory, for the OneSpan hardware and software products as well as Professional Services, that OneSpan develops and supplies. The above activities of **MCCi, LLC** are subject to the terms and conditions of the Reseller Agreement.

This confirmation is issued upon request of Raya in order to confirm **MCCi, LLC** status as reseller only. It may not be used for any other purpose, such as claims or legal proceedings against OneSpan and no third-party rights can be derived from it by any other person or entity.

Sincerely,

Clara Lee  
Channel Manager North America  
[Clara.lee@onespan.com](mailto:Clara.lee@onespan.com)



OneSpan Middle East FZE  
Dubai Silicon Oasis HQ Building, B Wing,  
Office B609 P.O.Box: 341093, Dubai  
United Arab Emirates

## Town Commission Agenda Item

**Section:** New Business

**Meeting Date:** May 17, 2023

**Subject:** Approve/Appoint Code Enforcement Magistrate, Paul Gougelman

**Submitted By:** Town Attorney Repperger

### **Background Information:**

Former Town Attorney Paul Gougelman has agreed to serve as Special Magistrate for the Town on Code Enforcement Matters pursuant to Sec. 11-17, Town of Melbourne Beach Code of Ordinances.

Paul is a Partner with the law firm of Weiss Serota Helfman Cole & Bierman, P.L.

### **Attachments:**

- Proposed Agreement for Legal Services
- Paul Gougelman Online Firm Biography

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT FOR LEGAL SERVICES is entered this \_\_\_\_ day of \_\_\_\_\_, 2023, between Weiss Serota Helfman Cole & Bierman, P.L., a Florida Professional Limited Liability Company (hereinafter: the "CONTRACTOR"), 200 East Broward Blvd. – Suite 1900, Ft. Lauderdale, Florida 33301 and the Town of Melbourne Beach, a Florida Municipal Corporation (hereinafter: the "TOWN"), 507 Ocean Avenue, Melbourne Beach, Florida 32951. This Agreement shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

### **RECITALS:**

WHEREAS, this Agreement is entered into for the purposes of setting forth the duties and responsibilities of the CONTRACTOR and compensation to be paid for performance of said duties; and

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE 1. **ENGAGEMENT OF THE CONTRACTOR.** The TOWN hereby appoints and engages Paul Gougelman, a partner in the CONTRACTOR firm, to serve as Code Enforcement Special Magistrate, and Paul Gougelman agrees to serve as the same. The CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed by the CONTRACTOR or under the CONTRACTOR's direction, and this

Agreement may not be assigned without the prior consent of the TOWN's Town Commission. The CONTRACTOR shall be bound by the requirements of Section 112.313(2), (4), (5), (6), and (8), Florida Statutes.

ARTICLE 2. SCOPE OF SERVICES. The CONTRACTOR agrees to perform certain professional legal services more particularly as follows:

A. Under take such powers and duties as set forth in Sections 11-15 *et seq.*, Town Code of Ordinances of the Town of Melbourne Beach;

B. Adopt rules as appropriate for the conduct of code enforcement violation hearings;

C. Issue subpoenas for alleged violators and witnesses to code enforcement violation hearings. Subpoenas may be served by the County Sheriff or the town's Police Department;

D. Issue subpoenas for evidence for code enforcement violation hearings;

E. Take testimony under oath;

F. Perform such legal research as may be necessary and appropriate in support of the Special Magistrate's duties; and

G. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

ARTICLE 3. TIME OF PERFORMANCE. This Agreement shall begin on June 1, 2023, and shall continue until September 30, 2026, subject always to the existence of annual appropriations to be made at the discretion of the TOWN Governing Board. Provided further, that the TOWN shall have one option to extend this Agreement from October 1, 2026 until September 30, 2028.

ARTICLE 4. CONSIDERATION.

A. Compensation – Attorney's Fees. Fees shall be compensated as follows:

1. Commencing on June 1, 2023: \$275.00 per hour; and \$125.00 per hour for paralegals of the above practice.

2. Commencing on October 1, 2024, and each October 1<sup>st</sup> thereafter during the term of this Agreement or any extensions thereof, rates may be increased by the CONTRACTOR by not more than 5%.

Except as provided above, compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.

3. Premium rates will not be paid for overtime work. A minimum charge for attendance at a meeting at one time shall be .5 hour.

4. Telephone conversations will be billed as follows. For a telephone call made by the CONTRACTOR but not reaching the person called or leaving a message to call back, no charge shall be made. For a short connected telephone conversation, a minimum charge of .2 hours or two-tenths of an hour time will be made. A short telephone conversation is a telephone conversation wherein the CONTRACTOR is actually connected to the person called or a substitute, which conversation lasts 12 minutes or less. For a long telephone conversation, a minimum charge of .3 hours or three-tenths of an hour time will be made. For telephone conversations lasting in excess of .3 hours or 18 minutes, the call will be charged based on the actual time spent on the telephone conversation, expressed in tenths of an hour.

5. Travel, for purposes of attendance at meetings, initiated from a location outside of the Melbourne Beach/Indianalantic area shall be compensated at the foregoing rate, in addition to any fees for mileage (if any), at a rate as follows: (if any), at a rate as follows: actual time on the roadway.



B. Costs.

1. Reimbursement by the CONTRACTOR of costs, by the TOWN, for such items as exhibits, transcripts, computerized research, copying, long distance telephone, printed library materials, long distance courier, and witness fees will be at cost to the CONTRACTOR. The TOWN shall not pay for firm surcharges added to third party vendor charges.

2. Routine expenses such as office overhead, local phone calls, local facsimile transmissions, routine postage, local travel expenses, local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

3. Non-routine office overhead expenses such as long distance facsimile transmissions, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and travel must be justified to the TOWN and will be paid by the TOWN upon acceptable documented third party vendor receipts. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

4. Exceptional non-routine office expenses (in excess of \$1,000) must be expressly approved in writing by the TOWN before being incurred.

C. Billing Format.

1. Billing for services performed shall be on not less than a monthly basis. Billable hours shall be measured in one-tenth hour increments. For example, attendance at a TOWN lasting 66 minutes shall be recorded on billings to the TOWN as 1.1 hours. All time exceeding any one-tenth hour increment shall be rounded

up to the next highest one-tenth hour increment. For example, a telephone call lasting 14 minutes would be rounded up to .3 hours, and the billings to the TOWN would depict the telephone call as being billed for .3 hours. Except as otherwise provided herein, compensation of attorney hours will be for actual time spent providing services to the TOWN.

2. Each statement for fees and costs shall be submitted in one copy, after the services have been rendered, in a format that includes, at a minimum, the following information:

a. Inclusive dates of the month covered by the invoice;

b. Itemization of the date; hours billed; a concise, meaningful description of the services rendered, with sufficient detail to enable the TOWN to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified above.

D. Sales Tax. The TOWN is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONTRACTOR shall not use the TOWN's exemption number in securing such materials. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to the TOWN. The CONTRACTOR shall be

responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

E. The CONTRACTOR shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

F. Because the terms of this Agreement extend beyond the current fiscal year, the TOWN's performance and obligation to pay for future fiscal years under this contract is contingent upon an annual appropriation by the TOWN Governing Board.

#### ARTICLE 5. DOCUMENTATION.

A. The CONTRACTOR shall submit written invoices no less often than monthly. All invoices shall be submitted to the TOWN's Town Manager at the offices of the TOWN as set forth in the preamble to this Agreement or as subsequently changed by the TOWN.

B. The CONTRACTOR shall maintain a file(s), available for inspection by the TOWN, containing documentation of costs and fees incurred in connection with this Agreement. The file(s) shall be maintained for a period of at least five (5) years after the cost or fee is incurred by the CONTRACTOR, unless otherwise notified in writing by the TOWN specifying the document to be maintained.

#### ARTICLE 6. PUBLIC RECORDS.

A. The CONTRACTOR shall comply with all applicable public records laws, including but not limited to Chapter 119, Florida Statutes, specifically to: (1) Keep and maintain public records that ordinarily and necessarily would be required by the

CONTRACTOR in order to perform the service; (2) Comply specifically with the provisions of Section 119.0701, Florida Statutes; and (3) Meet all requirements for retaining public records and transfer, at no cost, to the CONTRACTOR all public records in possession of the CONTRACTOR upon termination of the contract and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the TPO.

B. Anything, by whatsoever designation it may be known, that is produced by or developed in connection with this Agreement shall remain the exclusive property of the TOWN and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the CONTRACTOR, nor any other individual employed under this Agreement, shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the TOWN may be charged for said services.

C. Upon request from the TOWN's custodian of public records and except as otherwise provided herein, the CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the charge provided by Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

D. Any final compensation due to the CONTRACTOR may be withheld until all records are received as provided herein. The CONTRACTOR's failure or

refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

E. Section 119.0701(2)(a), Florida Statutes, Disclosure.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Amber Brown, Town Clerk**

**Mailing address: 507 Ocean Avenue, Melbourne Beach, Florida 32951**

**Telephone number: (321) 724.5860**

**Email: [Townclerk@melbournebeachfl.org](mailto:Townclerk@melbournebeachfl.org)**

The name of the Custodian of Records, telephone number, or addresses, set forth in this Agreement may be unilaterally changed from time to time by giving notice to the other party to this Agreement.

F. Disclosure of Public Records.

1. The term "public record" as used in this Article shall include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Although the foregoing items related to the TOWN as generated by or at the direction of the CONTRACTOR are "public records," a public record prepared by the CONTRACTOR or prepared at the CONTRACTOR attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or at the direction of the TOWN Special Magistrate in anticipation of threatened

or pending litigation and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt from disclosure under the Chapter 119, Florida Statutes, and s. 24(a), Art. I of the State Constitution, until the conclusion of the litigation or adversarial administrative proceedings. This exemption is not waived by the release of such public record to another public employee or officer of the TOWN or any person consulted by the CONTRACTOR attorney. Without the permission of the TOWN's Commission or the TOWN's Town Manager, public records subject to the foregoing exemption shall not be released, except to the TOWN Governing Board or the TOWN's Town Manager or the TOWN's Town Attorney.

2. No TOWN public record that is confidential under Florida or federal law shall be released to other than the TOWN without the approval of the TOWN's Town Manager or the TOWN's Commission. No TOWN public record that is exempt from the public records law, Chapter 119, Florida Statutes, shall be released to other than the TOWN without the approval of the TOWN's Town Manager or the TOWN Governing Board or the TOWN's Town Attorney. When the CONTRACTOR seeks to withhold from the public any TOWN public record, the CONTRACTOR shall immediately contact the TOWN's Town Manager and seek a determination whether to release the record or not to a party requesting the same. The TOWN shall be responsible for all costs, compensation, and expenses related to the CONTRACTOR's withholding any public record from release to anyone.

3. When asserting the right to withhold a public record pursuant to this paragraph, the CONTRACTOR shall identify the parties to any such potential or actual criminal or civil litigation or adversarial administrative proceedings on the face of the public record with a conspicuous warning that the public record is not to be released to other than the TOWN.

ARTICLE 7. AUDIT RIGHTS. The TOWN reserves the right to audit the records of the CONTRACTOR related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made for work performed pursuant to this Agreement. The CONTRACTOR agrees to provide copies of records in existence which are necessary to substantiate payment requests to the TOWN as may be requested by the TOWN solely at the cost of reproduction.

ARTICLE 8. TERMINATION OF AGREEMENT.

A. In the event this Agreement is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this Agreement shall be made available to and for the exclusive use of the TOWN.

B. The TOWN may terminate this Agreement for any reason or for its convenience (without cause) by giving written notice to the CONTRACTOR, including the effective date of termination. The CONTRACTOR may terminate this Agreement for any reason or for its convenience (without cause) by giving thirty (30) days written notice to the TOWN, including the effective date of termination; provided, however, that in terminating this Agreement, the CONTRACTOR shall honor the provisions of Rule 4-1.16, of the Code of Professional Conduct of the Florida Bar.

ARTICLE 9. AMENDMENTS. Either party may, from time to time request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

ARTICLE 10. AGREEMENT AS INCLUDING ENTIRE AGREEMENT. This instrument, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 11. INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor consistent with the Code of Professional Responsibility, and is not an employee of the TOWN. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

ARTICLE 12. ADMINISTRATION OF AGREEMENT.

A. Contract administration shall be conducted from time to time for the CONTRACTOR by Paul R. Gougelman. Contract administration shall be conducted from time to time for the TOWN by the TOWN's Town Manager. All written and verbal approvals referenced in this Agreement (unless specified as being required to be obtained from the TOWN) must be obtained from the parties' contract administrators or their designees. From time to time either party may notify the other, making a unilateral change in the person named by said party as the contract administrator for said party. This contract shall be governed by and construed under the laws of the State of Florida.



B. Any attorney of the firm with whom the CONTRACTOR is affiliated may provide legal representation under this Agreement to the TOWN, its officers and employees. The CONTRACTOR may refer work under this contract to attorneys in the CONTRACTOR's law firm or for limited or specialized tasks with the concurrence of the TOWN's Town Manager or the TOWN's Commission, to other law firms; provided, that in no event shall the rate of compensation exceed the rate of compensation provided for pursuant to this agreement. No attorney of the CONTRACTOR's law firm may appear before the TOWN Governing Board or any committee of the TOWN or in any proceeding opposite the TOWN without the written approval of the TOWN's Town Manager or the TOWN's Commission or the TOWN's Town Attorney.

C. The names of the Contract Administrators or addresses set forth in this Agreement may be unilaterally changed from time to time by giving notice to the other party to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below.

TOWN:

TOWN OF MELBOURNE BEACH, a Florida  
Municipal Corporation

By: \_\_\_\_\_  
Elizabeth Mascaro, Town Manager

ATTEST: \_\_\_\_\_  
Amber Brown, Town Clerk

(TOWN SEAL)

CONTRACTOR:

WEISS SEROTA HELFMAN COLE &  
BIERMAN, P.L., a Florida  
Professional Limited Liability  
Company

By: \_\_\_\_\_  
Joseph H. Serota, authorized  
Member



# PAUL R. GOUGELMAN

PARTNER

Ft. Lauderdale  
(954) 763-4242  
[pgougelman@wsh-law.com](mailto:pgougelman@wsh-law.com)

Paul Gougelman is a seasoned local government attorney who handles municipal law, land use, planning and zoning matters for local government clients. His work includes negotiating development agreements and approvals, drafting municipal codes and plans, advising municipal staff, managers and attorneys, handling public hearings and counseling elected officials, and advocating for municipalities on legislative issues.

Paul's relationships with his clients are longstanding; he has served as Town Attorney for the Town of Indialantic for 30 years, as City Attorney for the City of Melbourne for 18 years, and as Town Attorney for the Town of Melbourne Beach for over two decades.

Paul's other representations have included:

- General Counsel for the Space Coast League of Cities
- Special counsel to the cities of Maitland, Longwood, and Lake Mary
- Hearing officer for Orange County, Florida
- City Attorney for the City of Cocoa Beach

As General Counsel for the Florida Metropolitan Planning Organization Advisory Council, Paul helps to shape the discussion on

## PRACTICE AREAS

- [Code Enforcement](#)
- [Municipal Counsel](#)
- [Public Sector Land Use and Zoning](#)
- [Special Counsel to Local Government](#)
- [Community Redevelopment Agency \(CRA\)](#)
- [Public Sector Land Conveyances](#)
- [Special Governmental Districts](#)
- [Public/Private Partnership \(P3\) Transactions](#)

new transportation issues impacting local government, such as autonomous vehicles. The MPOAC is a statewide governmental agency of 27 metropolitan planning organizations. He also serves as General Counsel for the Space Coast Transportation Planning Organization, the Palm Beach Transportation Planning Agency, and the Sarasota/Manatee Metropolitan Planning Organization.

Paul also has substantial experience representing community redevelopment districts. He has assisted several cities in creating community redevelopment agencies and has represented those agencies in various municipalities. Paul has experience representing special districts as well, such as the Plantation Acres Improvement District.

A believer in public service, Paul was appointed by three different Florida Governors, both Republican and Democrat, to serve on the East Central Florida Regional Planning Council for 13 years, where he chaired the Project Review Committee which provided oversight and regulatory review of more than 30 developments of regional impact. He chaired the Brevard County Charter Commission in the mid-1990s, which brought charter government to Brevard County. County voters had twice rejected a county charter in Brevard County, but the Charter that his Commission wrote received over 60% of the vote.

Paul also served as a member and Chairman of the Brevard County Planning and Zoning Board for many years. In the 1990s, he was Chairman of the Board of Directors of the Harbor City Volunteer Ambulance Squad, a public ambulance squad with over 100 employees and 500 volunteers. During his stewardship, the Squad was awarded the distinction of being the top ambulance squad in America at the annual Clincon competitions for emergency rescue.

Paul has held leadership positions in The Florida Bar's Section for Environmental and Land Use Law. He speaks and writes frequently on municipal, planning, zoning and land use issues at bar and continuing education conferences. Originally from Chicago, Paul grew up in Fort Lauderdale. Prior to becoming a member of the Florida Bar, Paul worked for both the Florida House of Representatives and the Broward County League of Cities in the 1970s.

Pauls' expertise in zoning matters was acknowledged and cited by Florida's Second District Court of Appeal in *Lee County v. Sunbelt Equities, II, Ltd. P'ship*, 619 So. 2d 996 (Fla. 2d DCA 1993).

- [Right of Way Creation and Expansion](#)
- [Real Estate](#)

## ADMISSIONS

Florida, 1981

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U.S. District Court for the Middle District of Florida, 1983

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U.S. Court of Appeals, 11th Circuit, 1983

## EDUCATION

Nova University Law Center,  
J.D., 1980

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Florida International University,  
B.A., Political Science, 1975

## PROFESSIONAL & COMMUNITY INVOLVEMENT

- The Florida Bar, City, County and Local Government Section
- The Florida Bar, Environmental and Land Use Law Section
- Urban, State, and Local Government Law Section, American Bar Association

- Brevard County Bar Association

## AWARDS & RECOGNITION

- Best Lawyers in America®, Land Use and Zoning Law, 2022 - present
- *Fort Lauderdale Illustrated*, "Top Lawyer," 2020
- Space Coast League of Cities Public Service Award, 2012, 2013
- Florida League of Cities City Attorney of the Year, 2004
- Harbor City Volunteer Ambulance Squad Community Service Award, 1994
- Chairman, Brevard County Charter Commission, 1993-1994
- Chairman, Brevard County Charter Review Commission, 1997
- Chairman, Brevard County School Board Search Committee for New Superintendent, 1993
- Chairman, Brevard County Planning and Zoning Board/Local Planning Agency, 1991, 1992
- Member, Brevard County Planning and Zoning Board/Local Planning Agency, 1989-1992
- Governor's Appointee, East Central Florida Regional Planning Council, 1986-1997
- Chairman, Board of Directors, Harbor City Volunteer Ambulance Squad, Inc., 1994
- Board of Directors, Harbor City Volunteer Ambulance Squad, Inc., 1990-1992; 1994-1996
- Seminole County Charter Advisory Committee, 1987
- American Bar Association, Special Committee on Creative Growth Management Techniques, 1988- 1990
- Florida Municipal Attorneys Association, 1986 to present
- Executive Council, Florida Bar Environmental and Land Use Law Section, 1983-1987
- Greater Orlando Chamber of Commerce Project 2000 Governance Task Force, 1986
- Member, City of Orlando, Land Development Code Citizens Review Task Force, 1984
- Founding Member, American Planning Association, Florida Atlantic Coast Chapter

## ACADEMIC

- Adjunct Professor, Land Use Law, University of Central Florida, Brevard County campus, 1994-1999
- Adjunct Professor, Environmental and Land Use Law, Florida Institute of Technology, Melbourne, Florida, 1989-1998
- Adjunct Professor, Public Administration Law, Webster University, St. Louis, Mo. (Melbourne, Florida campus; 1989-1996)

## REPRESENTATIVE EXPERIENCE

- Attorney of record *amicus curiae* in the landmark Florida Supreme Court zoning case of *Board of County Commissioners of Brevard County v. Snyder*, 627 So. 2d 469 (Fla. 1993). This case changed the entire law of zoning and land use in Florida.
- Counsel to the Town of Indialantic in its litigation with the Florida Department of Community Affairs of the first comprehensive plan in the State of Florida developed under the landmark 1985 Growth Management Act and Rule 9J-5 proceedings.
- Attorney of record *amicus curiae* in the landmark Florida Supreme Court case regarding transportation utility fees in *State v. City of Port Orange*, 650 So. 2d 1 (Fla. 1994)

- [Presentations](#)
- [Press Mentions](#)
- [Publications](#)
- [Reported Decisions](#)

### Presentations

- *A City Clerk's Guide to Ordinance Drafting & Legal Notices*, Florida Association of City Clerks, 2012, 2014
- *Florida Update: State & Local Government Law*, National Business Institute, 2013
- *A City Clerk's Guide to Florida Statutes*, Florida Association of City Clerks, 2011
- *Analyzing the Land Subdivision Process in Florida*, National Business Institute, 2007
- *Handling Quasi-Judicial Hearings; Judicial Review of Zoning Decisions*, Florida Chamber of Commerce Land Use Seminar, 1995-2003
- *Handling Quasi-Judicial Matters*, Florida Chamber of Commerce Land Use Seminar, 1994
- *Handling Cases Before Local Governments: A Formula for Success*, Florida Bar, 1991

### Press Mentions

- *Longtime Municipal Attorney Steps Away, Sort of*, Florida Today, September 8, 2014
- *Shark Debate Hooks Town*, Florida Today, August 28, 2014
- *City Restricts Panhandling*, Florida Today, July 9, 2014
- *City Studies Panhandling*, Florida Today, May 6, 2014
- *Many Cheer High Court Ruling on Public Prayer*, Florida Today, May 6, 2014
- *Minus Adds Diversity to Melbourne City Council*, Florida Today, January 17, 2014
- *Goodes Death Continues to Draw Emotional Reactions*, Florida Today, December 30, 2013
- *Ocean Avenue Zoning Changes Will Face Review*, Florida Today, December 19, 2012
- *Judge Dismisses Ex-Officers Suit Against Chief, Manager, City*, Florida Today, October 6, 2012
- *Is Potty Over in Melbourne?* Florida Today, September 2, 2012
- *Officers Tapes Scuffle Fuel for Potential Suit*, Florida Today, June 2012
- *Beggars Could be Losers if City Rules Enacted*, Florida Today, June 12, 2012
- *Bill Gives People Right to Comment*, Florida Today, January 15, 2012
- *Sides Settle In Firing of Beach Town Manager*, Florida Today, January 4, 2012
- *Food Cart Idea Won't Fly in Melbourne*, Florida Today, December 27, 2011
- *City Attorney: Police Must Follow Specifics in Searches*, Florida Today, 2011
- *Truce Ending Water Conflict*, Florida Today, May 13, 2011
- *Shoetz, David, Business or Pleasure? Swing Club Showdown*, ABC News, April 24, 2008

- *As Road Needs Grow, Impact Fees Surface*, Florida Today, May 8, 2006
- *Melbourne Keeps Building Heights in Eau Gallie Area*, Florida Today, February 25, 2004
- *Indialantic Swears In Council*, Florida Today, November 2003
- *Melbourne Curfew Law Not Unduly Restrictive*, Florida Today, September 7, 2002
- *Deed Restricts ARCs Sale, Move*, Florida Today, February 12, 2002
- *Residents Fear Loss of Ocean View - Indialantic Breezeway Law Up for Vote*, Florida Today, July 14, 2001
- *Melbourne Rejects Cellphone Ban*, Florida Today, May 10, 2001
- *Melbourne Settles Ambulance Lawsuit*, Florida Today, April 3, 2001
- *Women's Clinic Zoning May Lead to Lawsuit*, Florida Today, August 11, 1998
- *City Council Vote a Tie on Abortion Clinic Zoning Buffer*, Florida Today, August 26, 1998
- *Editorial, Melbourne Should Back Off a Fight With Abortion Clinic*, Florida Today, August 22, 1998
- *As Condos Rise, So Do Tempers*, Florida Today, September 11, 1997
- *Court's Power Line Decision May Spark Statewide Controversy*, Florida Today, May 31, 1997
- *Charter Panel Has Familiar Face at Helm*, Florida Today, August 23, 1997
- *Government is More Than a Job to Chairman*, Florida Today, January 13, 1994
- *Wanted: A Hero for Wekiva*, Florida Today, December 21, 1987

#### Publications

- *The Death of Zoning As We Know It*, Florida Bar Journal, March 1993
- *Impact Fees*, Florida Environmental and Land Use Planning Law, 1980
- *Moratoria and Interim Growth Management Control*, Florida Environmental and Land Use Law, Florida Bar Continuing Law Education Treatise
- *Impact Fees: National Perspectives to Florida Practice*, 4 Nova L.J. 137 (1980)
- *Lack of Annexation Threatens County Areas*, Florida Today, May 23, 2000
- *Guest Column, Census: Brevard Residents Older, Poorer*, Florida Today, September 24, 2001

#### Reported Decisions

- *Board of County Commissioners of Brevard County v. Snyder*, 627 So. 2d 469 (Fla. 1993) (*amicus curiae* counsel for City of Melbourne, Town of Indialantic, and Space Coast League of Cities).
- *State v. City of Port Orange*, 650 So. 2d 1 (Fla. 1994) (*amicus curiae* counsel for Florida Bar/Florida Bar Local Government Law Section)
- *City of Melbourne v. Puma*, 630 So. 2d 1097 (Fla. 1994)
- *City of Melbourne v. Puma*, 635 So. 2d 159 (Fla. 5th DCA 1994)
- *City of Melbourne v. Puma*, 616 So. 2d 190 (Fla. 5th DCA 1993)
- *Battaglia Fruit Co. v. City of Maitland*, 520 So. 2d 940 (Fla. 5th DCA 1988)



## Town Manager Report for May 2023

1. Brewer Paving & Development, LLC repairs have begun to the roadway at Cherry and Rosewood.
2. The monthly Brevard County Manager's lunch was held in Town Hall. The speaker discussed grants for replacing septic and leech fields that drain into the IRL. Several Manager's took the tour of Town Hall, the Community Center and Ryckman Park. The Managers were very impressed with the Town's efforts to preserve our historic buildings.
3. Met with Kelly Hyvonen on two occasions to discuss revisions and additions to the Town Code of Ordinances definition and reviewed Zoned 6B and 8B, parking revisions and outdoor seating revisions.
4. Founders Day was very successful based on the feedback I and other Town Staff have received.
5. Working on Code Enforcement issues with vacation rentals and stop work orders to bring in front of Town Magistrate.
6. Town Hall had a new Server installed. The migration of data took a full day, which caused our computer system to be shut down. Town Hall employees were given the day off as compensation for their full participation in Founders Day.
7. Historic photos were made into posters that have been hung in the old Post Office. An old desk was donated and placed in the post office. Additional photos with descriptions and QR codes will be hung to create a mini museum.
8. Submitted the 1 Year Cycle Report for the National Flood Insurance Program for the Community Rating System.
9. Executed the final close out received from FEMA for Hurricane Matthew (2016).
10. Received a surprise acknowledgement from the Space Coast League of Cities on the large contingent (20 people) attending the May SCLOC meeting, that was sponsored by the Town of Melbourne Beach- the largest they had ever seen from the Town.
11. The EAB intern Reese C. Johnson, received a "Best in Class" for his poster on Ordinance Development, Grant Writing and Outreach to Advance Sustainability in the Town of Melbourne Beach, FL" at the Northrup Grumman Engineering & Science Student Design Showcase.





## TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY ESTABLISHED 1883

### Building Department Report

April 2023

- permits issued 69
- Construction value of the 69 permits totaled \$1,422,008.58
- Total permit fees \$25,117.94
- 142 inspections completed
- plans reviewed 70
- 1 site plan review for P&Z
- 2 vacation rental inspections
- 2 new homes
- 2 stop work order

TAX ID	PARCEL ID	PERMIT NUMBER	PERMIT STATUS	ISSUED DATE	FINALED DATE	PERMIT VALUE	PERMIT WORK DESCRIPTION
2848026	28 3808-FY-	PAS23-0004	PAS23-0004	04/03/2023		2000.00	stucco wall along front o
2848356	28-38-08-00	PM23-0015	PM23-0015	04/03/2023		7250.00	HVAC
2847076	28 3806-75-	PE23-0023	PE23-0023	04/04/2023		2892.00	replace existing meter an
2847780	28 3808-FX-	PWS23-0027	PWS23-0027	04/04/2023		40240.79	Installation of windows a
	28 3808FY	PRR23-0026	PRR23-0026	04/05/2023		7586.00	Re-roof, shingle only Uni
2847688	28 3807-02-	PRO23-0002	PRO23-0002	04/06/2023		1.00	Install 1000 gallon LP Ta
2847045	28 3806-75-	PPL23-0003	PPL23-0003	04/10/2023		55000.00	inground pool and spa
2848098	28 3808-FZ-	PPE23-0002	PPE23-0002	04/10/2023		7847.00	9'x24' Aluminum Structure
2846976	28 3806-50-	PWS23-0032	PWS23-0032	04/10/2023		18579.00	Install (4) electrical ro
2847073	28-38-06-75	PF23-0014	PF23-0014	04/11/2023		1000.00	replace fence in backyard
	28-38-08-34	PP23-0009	PP23-0009	04/12/2023		8631.00	Repiping domestic water l
2848450	28 3808-51-	PWS23-0031	PWS23-0031	04/12/2023		61060.00	replacing 1 window and 4
	28 3808FY	PM23-0017	PM23-0017	04/12/2023		5430.00	replace HVAC system exact
2847241	28 3806-78-	PM23-0018	PM23-0018	04/12/2023		10061.00	change out ac with 35 ton
2848079	28 3808-FZ-	PRB23-0023	PRB23-0023	04/14/2023		270000.00	Addition and remodel of h
2847241	28 3806-78-	PCD23-0014	PCD23-0014	04/14/2023		18000.00	Replace existing concrete
2847241	28 3806-78-	PRR23-0028	PRR23-0028	04/14/2023		37192.00	Metal roof replacement
2847096	28 3806-75-	PPL23-0004	PPL23-0004	04/17/2023		80000.00	new in ground pool
2847282	28 3806-79-	PF23-0015	PF23-0015	04/17/2023		350.00	Remove old fence and plac
	28 380800	PWS23-0038	PWS23-0038	04/18/2023		8529.20	Remove and replace 1 SGD,
2847281	28 3806-79-	PRR23-0029	PRR23-0029	04/18/2023		5625.00	re roof 40 squares 4/12 p
2847912	28 3808-FY-	PP23-0010	PP23-0010	04/18/2023		10000.00	replacement of cast iron
	28 3807JV	PWS23-0039	PWS23-0039	04/18/2023		6839.78	Install like for like gar
2847715	28 3807-50-	PP23-0011	PP23-0011	04/18/2023		13530.00	partial repipe of sanitar
	28 380825	PRR23-0030	PRR23-0030	04/19/2023		7300.00	reroof
	28 380825	PRR23-0031	PRR23-0031	04/19/2023		7300.00	reroof
	28 380825	PRR23-0032	PRR23-0032	04/19/2023		7300.00	reroof
2847019	28 3806-75-	PE23-0024	PE23-0024	04/19/2023		2469.00	replace electrical servic
2847628	28 3807-00-	PWS23-0040	PWS23-0040	04/19/2023		18000.00	replacement of windows an
	28 3808FY	PRR23-0033	PRR23-0033	04/20/2023		9300.00	reroof
2847241	28 3806-78-	PRB23-0024	PRB23-0024	04/20/2023		16293.00	Install Hardie siding on
2846467	28 3805-50-	PE23-0025	PE23-0025	04/20/2023		1500.00	Install new main lug pane
2848303	28-38-08-00	PWS23-0028	PWS23-0028	04/21/2023		8097.00	R & R 3 windows
2848481	28 3808-51-	PWS23-0036	PWS23-0036	04/21/2023		6000.00	Entry Door Replacement
2847619	28 3807-JV-	PPR23-0005	PPR23-0005	04/21/2023		20000.00	Travertine on Existing sl
2848295	28 3808-00-	PCB23-0003	PCB23-0003	04/24/2023		150000.00	Interior renovation to in
2848444	28 3808-51-	PPR23-0004	PPR23-0004	04/24/2023		9000.00	Pool Resurface
	28 3808JV	PCD23-0016	PCD23-0016	04/24/2023		15700.00	
	28-38-08-34	PWS23-0042	PWS23-0042	04/24/2023		23072.00	replacing (5) windows and
2848235	28 3808-00-	PWS23-0029	PWS23-0029	04/25/2023		23744.00	remove and replace 2 slid
	28 380800	PWS23-0037	PWS23-0037	04/25/2023		1800.00	2 rolldown shutters
2847276	28 3806-79-	PP23-0012	PP23-0012	04/25/2023		9000.00	reline and repair existin
3018246	28 3808-FY-	PG23-0004	PG23-0004	04/25/2023		5545.00	install 500 gallon u/g pr
2847869	28-38-08-FY	PRR23-0035	PRR23-0035	04/25/2023		12300.00	reroof front balcony only
2847241	28 3806-78-	PRB23-0025	PRB23-0025	04/25/2023		3588.00	remove and replace screen
2847048	28 3806-75-	PCD23-0015	PCD23-0015	04/26/2023		5000.00	Paver patio in the back o

	28 3807IO	PRR23-0034	PRR23-0034	04/26/2023	58542.00	Reroof remove and replace
2847808	28 3808-FY-	PM23-0020	PM23-0020	04/26/2023	25927.00	HVAC change out, no duct
2847920	28-38-08-FY	PE23-0026	PE23-0026	04/26/2023	950.00	Install smoke detectors,
2847228	28 3806-78-	PWS23-0026	PWS23-0026	04/27/2023	15081.98	removing and replacing wi
	28 380650	PWS23-0041	PWS23-0041	04/27/2023	69852.00	replacing windows and doo
2848085	28-38-08-FZ	PP23-0013	PP23-0013	04/27/2023	2500.00	repair to 5' sewer sectio
	28 3808FZ	PRR23-0036	PRR23-0036	04/27/2023	15000.00	reroof, remove existing m
2847666	28 3807-01-	PCD23-0017	PCD23-0017	04/28/2023	5100.00	paver walk and patio
2848435	28 3808-51-	PRB23-0026	PRB23-0026	04/28/2023	10000.00	Bathroom remodel
	28 380825	PM23-0021	PM23-0021	04/28/2023	5492.00	Replace HVAC system exact
2847350	28 3806-80-	PRR23-0037	PRR23-0037	04/28/2023	16575.00	reroof shingle
2847130	28 3806-75-	PM23-0022	PM23-0022	04/28/2023	8971.00	change out ac with 4 ton

# Inspection Totals

364  
05/12/2023  
1/2

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BTR FIRE	1
Building	1
Building - Final	3
Building Inspection	1
Column & Tie Beam	3
Dry-In	13
Dry-In Roof	2
Drywall	1
Electrical	1
Equipotential	2
Fence Final	2
Final Building	8
Final Electrical	7
Final Fence	8
Final Mechanical	8
Final Paver, Concrete, & Deck	2
Final Pool Enclosure	1
Final Reroof	7
Final Window, Door, & Shutter	15
Fire Inspection	2

# Inspection Totals

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Footer	1
Framing	1
In Progress	5
In-Progress	6
Insulation	3
Plumbing	1
Plumbing Underground	7
Rough Building	1
Rough Electrical	5
Rough Mechanical	2
Rough Plumbing	5
Sheathing	3
slab	4
Steel & Ground	2
Truss, Bracing & Strapping	2
Underground Plumbing	6

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**Total # of Inspections: 142**

## Public Works Activities

April 2023

Landscaping: Perpetual process- weeding trimming around Town Hall, mowing, edging all Town parks, mowing edging right of ways throughout Town. Irrigation pumps and system maintenance. Trim crossovers at ocean end.

Founders Day – prep and completion

Trimmed Oak tree hanging low on Oak and 3<sup>rd</sup>.

Repaired area on boardwalk at Ocean Park

Removed more of the very old crime watch signs throughout Town

Installed another electrical outlet Ryckman Pavilion

Installed rumble sticks Ocean and Pine

Repair work on fence surrounding storage yard

Repaired light pole in Ryckman Park

Installed new lights that illuminates sign front of Town Hall

Continue to monitor project at Cherry and Rosewood – stormwater repair

Replaced broken part on playground equipment

Began repairs and painting at Ocean Park

Removed dead tree behind Public Works

Recondition Old PO/Beaugeang house

Replaced paper towel dispenser Ryckman

Repaired pot holes 400 block Riverside

Put swale on Oak between 1<sup>st</sup> and 2<sup>nd</sup>

Collected 8 trucks full of tree debris after strong wind storm

Installed swing at Ave. B at river

Repainted all parking spot numbers

Installed window blinds for FD

Removed sand build up in the Ocean Park turnaround area

Updated on/off valves on showers Ocean Park

Installed covers over parts of Ryckman Playground

Repairs at History Center

Painted flashing light poles on Ocean, mounted stop ahead signs

Sodded areas by Ryckman Pavilion and old PO

Installed numerous banners for Founders Day

Purchased outdoor display board for more rip current signs and installed Ocean Park

Ran street sweeper Pine some of Riverside

Completed walking trail behind Ryckman Pavilions

Completed removal of broken cables on pier/ new wood rails installed along sides



# Melbourne Beach Police Department

## Monthly Report

### April 2023



#### Operations:

In April 2023, The Department responded to 1281 calls for service and 89 house checks.

#### Activity:

- 30 Citations / 33 Written Warnings
- 121 Traffic Stops
- 104 Traffic Enforcement
- 3 Traffic Complaint
- 35 Parking Citations

Our radar trailer continues to be placed in various locations throughout the Town.

#### PD News

- The Police Department has lost and found miscellaneous items that have been brought into the department, for example, keys, sunglasses, and children's toys. These items were found at our beach accesses and Rychman Park. If you believe you may have lost things, come to the Police Department during business hours Monday – Friday, 8 am to 5 pm.
- Beginning Memorial weekend, our Officers will utilize our ATV beach patrol on the weekends through the end of summer. The Melbourne Beach Officers will patrol our beach, the accesses, and the parks to remind beachgoers of Rip Currents and any parking concerns.
- Congratulations to Jeana Fleites (Admin Assistant) for receiving a scholarship through The Florida Police Chiefs Association. She will attend one of three CORE Conferences: **C**ommunication, **O**rganization, **R**oles/**R**esponsibilities, and **E**xpectations of an Executive Assistant.
- Movie in the Park (Ryckman) May 26<sup>th</sup>. Free popcorn and snowcones from 745pm to 815pm. The movie starts at 815pm sharp.



The Melbourne Beach Police Officers and I are committed to community policing and keeping our Town safe, which is our #1 priority.

Please see the attachments:

- Speed Trailer report
- Sergeant's monthly reports

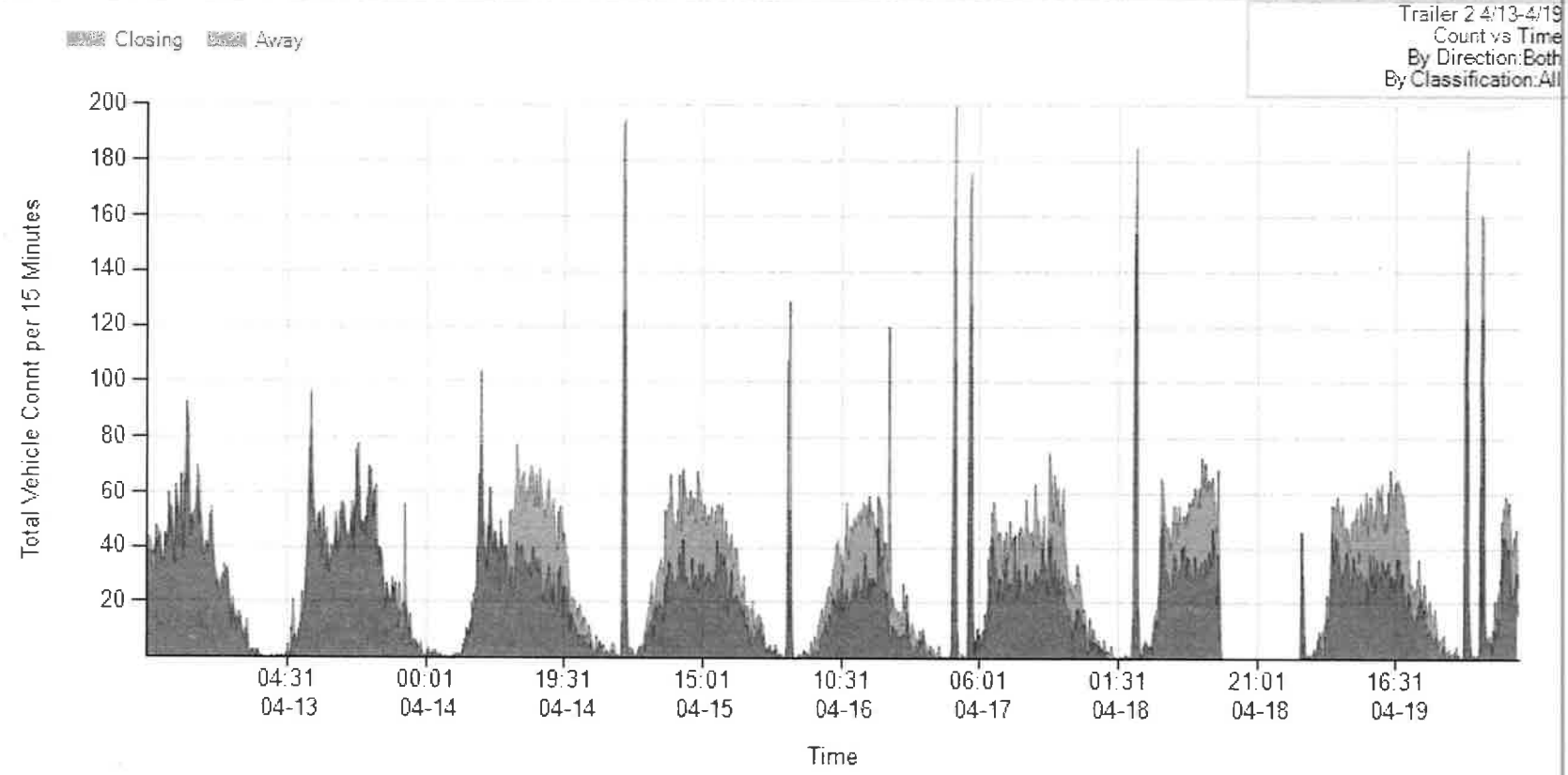
Stay Safe, Chief Melanie Griswold





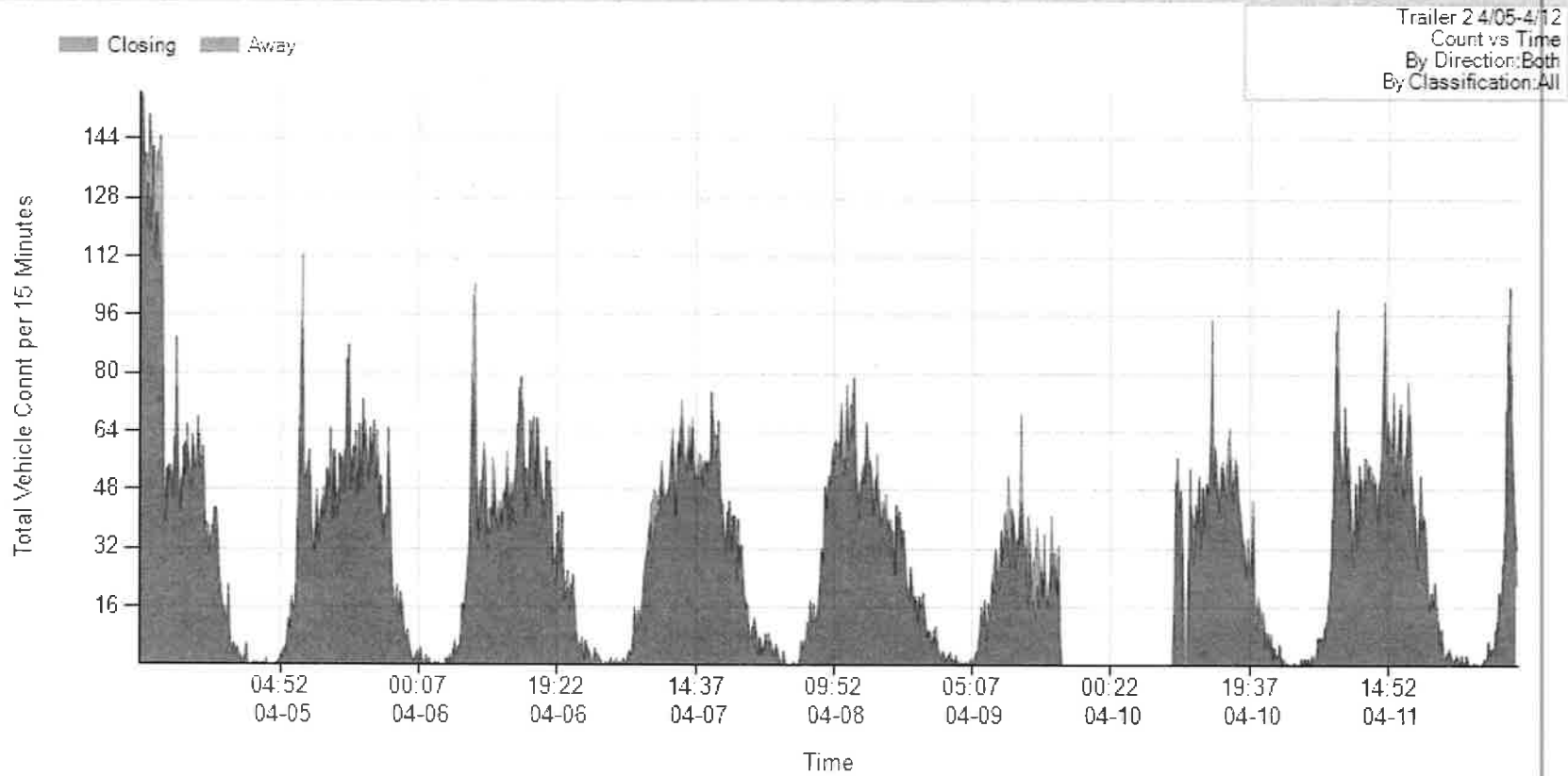


Survey Name	Trailer 2 4/13-4/19	Location	Riverside Dr/ Riverside circle...	Speed Unit	Miles/Hour
Start	2023-04-12 09:01	Traffic Direction	Undefined	Speed Limit	30
Stop	2023-04-20 09:55	Zone	Normal	Min Speed Threshold	10
Operator		Min Following Time	0.0	Max Speed Threshold	120
Survey Direction	Both	Time Resolution	1	Speed Resolution	1



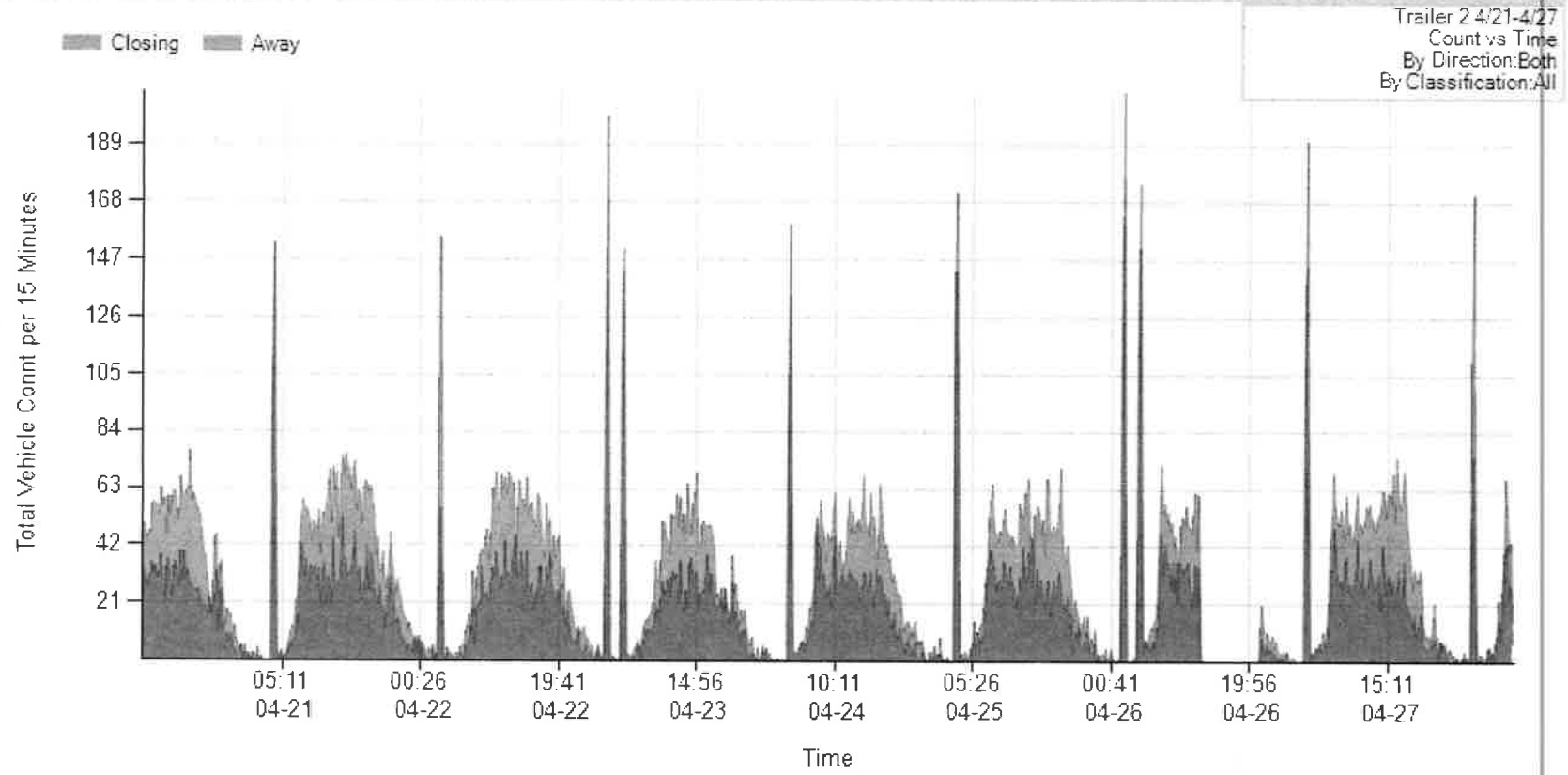
Under Limit Count	31404	79%	Minimum Speed	5	MPH	10 mph Pace	23 - 32	MPH
Over Limit Count	8340	21%	Maximum Speed	85	MPH	Standard Deviation	4	MPH
10 Over Limit Count	807	2%	85Speed Percentile	32	MPH	Average Speed Over Limit	34	MPH

Survey Name	Trailer 2 4/05-4/12	Location	1805 oak street, Melbourne Be...	Speed Unit	Miles/Hour
Start	2023-04-04 09:37	Traffic Direction	Undefined	Speed Limit	35
Stop	2023-04-12 09:00	Zone	Normal	Min Speed Threshold	10
Operator		Min Following Time	0.0	Max Speed Threshold	120
Survey Direction	Both	Time Resolution	1	Speed Resolution	1



Under Limit Count	41214	93%	Minimum Speed	8	MPH	10 mph Pace	25 - 34	MPH
Over Limit Count	3038	7%	Maximum Speed	74	MPH	Standard Deviation	4	MPH
10 Over Limit Count	90	0%	85Speed Percentile	34	MPH	Average Speed Over Limit	38.3	MPH

Survey Name	Trailer 2 4/21-4/27	Location	Riverside dr/Riverside Cr Mel...	Speed Unit	Miles/Hour
Start	2023-04-20 09:56	Traffic Direction	Undefined	Speed Limit	30
Stop	2023-04-28 08:47	Zone	Normal	Min Speed Threshold	10
Operator		Min Following Time	0.0	Max Speed Threshold	120
Survey Direction	Both	Time Resolution	1	Speed Resolution	1



Total Vehicle Count	39333	100%	Average Speed	27.1	MPH	In Pace Count	29405	74%
Under Limit Count	33345	84%	Minimum Speed	5	MPH	10 mph Pace	23 - 32	MPH
Over Limit Count	5988	16%	Maximum Speed	82	MPH	Standard Deviation	4	MPH
10 Over Limit Count	1096	2%	85Speed Percentile	31	MPH	Average Speed Over Limit	35.1	MPH



**MELBOURNE BEACH POLICE DEPARTMENT**  
**Jason Hinchman**  
**Sergeant**

507 Ocean Ave, Melbourne Beach, FL 32951  
 Phone: (321) 723-4343 Fax: (321)725-3253



### Monthly Report April 2023

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House Check: 51 (04/23/23)

- 04/05: Domestic Violence in the 1700 block of Atlantic Street. A capias was sent to the State Attorney's Office for battery charges.
- 04/07: Assist other agency (Death Investigation) in the 400 block of Third Avenue. Officers responded to an injured/ill incident with Brevard County Fire Rescue. The female was pronounced deceased on scene. Brevard County Sheriff's Office took over the investigation.
- 04/07: Criminal mischief in the 400 block of Colony Street. The reporting person called when she discovered her back passenger window broken. This case is still open for further investigation.
- 04/13: Criminal mischief at Ocean Park. The urinal in the men's bathroom fell off the wall and broke into pieces. This case is still open for follow-up investigation.
- 04/14: No driver's license ever issued in the 2100 block of Oak Street. The male driver was issued a court date and a citation for speeding.
- 04/15: Domestic violence battery in the 400 block of Atlantic Street. The case is still under investigation.
- 04/15: Theft in the 1000 block of Atlantic Street. The male reporting person said that he left his wallet at a restaurant. Several minutes later, he called and returned to the restaurant but could not find his wallet. This case is still under investigation.
- 04/22: Theft in the 900 block of Oak Street. An unknown male stole items from a store and then stole a bicycle outside the store. This case is still under investigation.
- 04/22: Criminal mischief in the 500 block of Andrews Drive. A mailbox was damaged, and the owner signed a decline to prosecute.





## MELBOURNE BEACH POLICE DEPARTMENT

**Jason Sadler**  
**Sergeant**

507 Ocean Ave, Melbourne Beach, FL 32951  
 Phone: (321) 723-4343 Fax: (321)725-3253



### Sgt. Sadler Monthly Report April 2023

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**4/2-** Disturbance in the area of Fifth Avenue and Atlantic Street. A male was issued a Trespass After Warning affidavit.

**4/3-** Petit Theft of a bicycle in the area of Sixth Avenue and Atlantic Street. Case pending investigation.

**4/8-** Disturbance in the 200 block of Ocean Avenue. 2 males and 2 females were issued Trespass After Warning affidavits.

**4/8-** Indecent Exposure in the area of Avenue B and Atlantic Street. Prosecution was declined.

**4/10-** Traffic crash in the 1700 blk of Atlantic Street. No major damage or injuries.

**4/11-** Active fire in the 200 blk of Surf Road. Fire was to a small cardboard box and put out prior to our arrival. No injuries or structure damage.

**4/17-** Criminal Mischief in the 200 blk of Third Avenue. Case pending investigation.

**4/19-** Traffic stop was conducted in the 200 block of Sixth Avenue on a vehicle for no license plate. 3.1 grams of marijuana was seized for destruction.

**4/25-** Traffic crash hit and run in the 300 block of Ocean Avenue. Suspect vehicle was located and driver was charged with leaving the scene with property damage. No injuries or major damage.

**4/27-** Traffic crash in the 200 block of Ocean Avenue. No injuries or major damage.

- Total House Checks - 38



**Melbourne Beach  
Vol. Fire Department**  
507 Ocean Avenue  
Melbourne Beach, FL 32951  
(321)724-1736  
FireChief@MelbourneBeachFL.org

## **FIRE DEPARTMENT MONTHLY REPORT** ***April 2023***

### **Incident Response**

For the month of April 2023, the Melbourne Beach Volunteer Fire Department responded to 24 calls for service. The average number of responding volunteer personnel per paged out call for the month was 11.

Breakdown:

- 16 Fire/Rescue 911 Calls (Paged out)
- 3 Assist Other Agency Incidents (1 MBPW, 2 FWC)
- 1 Service Call
- 2 Public Service – Gemini Fire Drill
- 2 Vacation Rental Fire Inspection

### **Department Membership**

- Certified Firefighters: 23
- Support Services Personnel: 5
- Administrative Personnel: 2
- Probationary Personnel: 4

## Notable Incidents

- 04/11/2023 – Garage Fire in Melbourne Beach. MB Fire-1, E-58, E-258, & T-57 responded. E-58 on scene within 4 minutes of dispatch. Incipient stage fire extinguished by homeowner prior to arrival. No structural damage, fire contained to chicken enclosure & contents. Caused by heat lamp falling into chicken cage.
- 4/26/2023 & 4/27/2023 – Standby water rescue & first aid coverage for Florida Fish & Wildlife at Sebastian Inlet for public safety diver clean-up event.
- 4/27/2023 – Mutual Aid to Indialantic to search for possible jumper off Melbourne causeway. MB-Fire1 responded to scene, Ski-58, Marine-58, & Safety-1 staged at safe location due to severe weather. Search suspended by IPD & all fire/rescue units released.

## Notable Events

Melbourne Beach Fire Department's water rescue team was requested by the Florida Fish & Wildlife Commission to assist with a 2-day public safety dive event at Sebastian Inlet. Law enforcement dive teams from all over the State met up to dive the Inlet and clean-up marine debris and underwater hazards. Melbourne Beach Fire volunteers staffed Ski-58 for diver rescue/transport, and Squad-58 for washdown & standby first aid coverage. In addition, Fire Chief Brown, MBPD Lt. Matthew Smith, Town Clerk Amber Brown, and fire volunteer Walter Hardman (all certified divers) took a day off work to go dive as part of the clean-up team. Over 900lbs of debris was removed from the waterway. Special thanks to FWC for inviting us to participate in the event, and thanks to BCOR diver Steven Fender and Recon Dive Recovery diver Ken Fleming for diving as part of our recreational diver team.

The Melbourne Beach water rescue team was requested to respond to 5 incidents in April. There were no local drowning incidents at the beaches during the month of April. Chief Brown continues to work with other local fire, rescue, and law enforcement agencies to improve coordination and response to these incidents. The possibility of year-round life guard coverage for Ocean Park is also still being investigated.

The Melbourne Beach Volunteer Fire Department finished hosting a 45 hour Florida Wildland Firefighter training course. The course was instructed by Melbourne Beach Fire Marshal Dave Micka, who is also a State certified volunteer Fire Instructor. A total of 14 students from Melbourne Beach, Indialantic, and Indian Harbour Beach Fire Departments graduated the program. Next up is the 191hr Volunteer Firefighter Certification Program. This course is instructed by the Department's 7 volunteer State Certified Fire Instructors and Chief Brown. In addition to the 8 Students from Melbourne Beach, multiple students from Indialantic and Indian Harbour Beach Fire Departments are also attending the class.

Chief Brown represented the Town of Melbourne Beach as a guest judge at the annual Waste-Pro BBQ competition. In addition, Chief Brown attended multiple Founders Day Planning and Space Coast Fire Chiefs meetings in April.

The beach wheelchair was rented out multiple times during the month of April. Many residents and visitors commented on how nice it was for the Town to have this equipment available free of charge to rent for those with mobility challenges.

Fire Department leadership continues to work with the Volunteer Firefighters Association Board of Directors and multiple marine contractors to discuss potential ideas and funding options for the construction of a dock & boat lift for the Fire Department's marine rescue boat. The Association agreed to consider funding the project, and additional information and ideas will be brought to the Town Commission Workshop in May.

# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 5/11/2023 12:56:16 PM



## Incident Address and Type for Date Range (Landscape)

Incident Status(s): All Incident Statuses | Start Date: 04/01/2023 | End Date: 04/30/2023

INCIDENT #	DATE	LOCATION TYPE	ADDRESS	INCIDENT TYPE	ALARM	CLEARED SCENE
2023-44	04/02/2023		5th AVE , Melbourne Beach, FL, 32951	Search for person in water	04/02/2023 12:23	04/02/2023 12:35
2023-45	04/03/2023		511 Ocean AVE , Melbourne Beach, FL, 32951	Assist police or other governmental agency	04/03/2023 11:04	04/03/2023 11:56
2023-46	04/06/2023		190 Ocean AVE , Melbourne Beach, FL, 32951	Service Call, other	04/06/2023 11:01	04/06/2023 12:06
2023-47	04/06/2023		501 Poinsettia RD , Melbourne Beach, FL, 32951	Special type of incident, other	04/06/2023 13:25	04/06/2023 14:15
2023-48	04/10/2023		1704 Atlantic ST , Melbourne Beach, FL, 32951	Motor vehicle accident with no injuries.	04/10/2023 11:15	04/10/2023 11:27
2023-49	04/11/2023		190 Ocean AVE , Melbourne Beach, FL, 32951	Surf rescue	04/11/2023 17:54	04/11/2023 18:03
2023-50	04/11/2023		206 Surf RD , Melbourne Beach, FL, 32951	Fire, other	04/11/2023 19:09	04/11/2023 19:28
2023-51	04/13/2023		606 Atlantic ST , Melbourne Beach, FL, 32951	Medical assist, assist EMS crew	04/13/2023 16:51	04/13/2023 17:02
2023-52	04/13/2023		2207 Atlantic ST , Melbourne Beach, FL, 32951	System malfunction, other	04/13/2023 17:33	04/13/2023 18:03
2023-53	04/14/2023		602 N Miramar AVE , Indialantic, FL, 32903	Dispatched & cancelled en route	04/14/2023 06:39	04/14/2023 06:46
2023-54	04/15/2023		2285 N Hwy A1A , Satellite Beach, FL, 32937	Search for person in water	04/15/2023 15:04	04/15/2023 15:44
2023-55	04/15/2023		2207 Atlantic ST , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	04/15/2023 17:18	04/15/2023 17:43
2023-56	04/17/2023		1805 Oak ST , Melbourne Beach, FL, 32951	Smoke detector activation, no fire - unintentional	04/17/2023 10:43	04/17/2023 11:15
2023-57	04/18/2023		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	04/18/2023 13:10	04/18/2023 13:22
2023-58	04/18/2023		304 4th AVE , Melbourne Beach, FL, 32951	Special type of incident, other	04/18/2023 14:56	04/18/2023 15:41
2023-59	04/20/2023		2100 Oak ST , Melbourne Beach, FL, 32951	Public service	04/20/2023 12:59	04/20/2023 13:46
2023-60	04/22/2023		2203 Atlantic ST , Melbourne Beach, FL, 32951	Detector activation, no fire - unintentional	04/22/2023 12:24	04/22/2023 12:56
2023-61	04/22/2023		2203 Atlantic ST , Melbourne Beach, FL, 32951	Alarm system sounded due to malfunction	04/22/2023 12:24	04/22/2023 12:48
2023-62	04/24/2023	Intersection	6th AVE / Oak St, Melbourne Beach, FL, 32951	Arcing, shorted electrical equipment	04/24/2023 17:29	04/24/2023 18:04
2023-63	04/25/2023		411 Riverside DR , Melbourne Beach, FL, 32951	Gas leak (natural gas or LPG)	04/25/2023 08:35	04/25/2023 09:12
2023-64	04/26/2023		9700 S Hwy A1A , Melbourne Beach, FL, 32951	Assist police or other governmental agency	04/26/2023 07:23	04/26/2023 16:23
2023-65	04/27/2023		9700 S Hwy A1A , Melbourne Beach, FL, 32951	Assist police or other governmental agency	04/27/2023 09:25	04/27/2023 15:34
2023-66	04/27/2023		SR500 , Indialantic, FL, 32903	Search for person in water	04/27/2023 19:10	04/27/2023 19:51
2023-67	04/30/2023		2605 N Hwy A1A , Melbourne, FL, 32901	Dispatched & cancelled en route	04/30/2023 17:46	04/30/2023 17:47

Location Type is only filled in when it is marked Intersection, Directions, or National Grid on Basic Info 3.



# Melbourne Beach VFD

Melbourne Beach, FL

This report was generated on 5/11/2023 12:56:42 PM



## Personnel Count per Incident for Date Range

Start Date: 04/01/2023 | End Date: 04/30/2023

INCIDENT				NUMBER OF PEOPLE		
NUMBER	DATE	INCIDENT TYPE	FDID	ON APPARATUS	NOT ON APPARATUS	TOTAL
** 2023-44	4/2/2023 12:23:44	342 - Search for person in water	19112	3	13	16
2023-45	4/3/2023 11:04:19	551 - Assist police or other governmental agency	19112	2	0	2
2023-46	4/6/2023 11:01:28	500 - Service Call, other	19112	3	0	3
2023-47	4/6/2023 13:25:29	900 - Special type of incident, other	19112	1	0	1
** 2023-48	4/10/2023 11:15:43	324 - Motor vehicle accident with no injuries.	19112	1	11	12
** 2023-49	4/11/2023 17:54:57	364 - Surf rescue	19112	4	15	19
** 2023-50	4/11/2023 19:09:46	100 - Fire, other	19112	12	9	21
** 2023-51	4/13/2023 16:51:19	311 - Medical assist, assist EMS crew	19112	2	4	6
** 2023-52	4/13/2023 17:33:37	730 - System malfunction, other	19112	4	11	15
** 2023-53	4/14/2023 06:39:13	611 - Dispatched & cancelled en route	19112	4	3	7
** 2023-54	4/15/2023 15:04:55	342 - Search for person in water	19112	5	3	8
** 2023-55	4/15/2023 17:18:57	735 - Alarm system sounded due to malfunction	19112	1	4	5
** 2023-56	4/17/2023 10:43:58	743 - Smoke detector activation, no fire - unintentional	19112	6	2	8
2023-57	4/18/2023 13:10:55	553 - Public service	19112	1	0	1
2023-58	4/18/2023 14:56:17	900 - Special type of incident, other	19112	1	0	1
2023-59	4/20/2023 12:59:41	553 - Public service	19112	1	0	1
** 2023-60	4/22/2023 12:24:38	744 - Detector activation, no fire - unintentional	19112	4	6	10
** 2023-61	4/22/2023 12:24:38	735 - Alarm system sounded due to malfunction	19112	4	5	9
** 2023-62	4/24/2023 17:29:10	445 - Arcing, shorted electrical equipment	19112	6	0	6
** 2023-63	4/25/2023 08:35:45	412 - Gas leak (natural gas or LPG)	19112	4	6	10
2023-64	4/26/2023 07:23:47	551 - Assist police or other governmental agency	19112	6	0	6
2023-65	4/27/2023 09:25:30	551 - Assist police or other governmental agency	19112	3	0	3
** 2023-66	4/27/2023 19:10:46	342 - Search for person in water	19112	1	13	14
** 2023-67	4/30/2023 17:46:51	611 - Dispatched & cancelled en route	19112	1	9	10

**TOTAL # OF INCIDENTS: 24**

**AVERAGES:**

**3.3**

**4.8**

**8.1**

Total # of incidents  
paged out for  
volunteer response: 16

\*\* 911 calls paged out for  
volunteer response only:

**3.9**

**7.1**

**11.0**

Only REVIEWED incidents included

Note: 900 series "Special Incidents" include fire inspections performed.



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Town of Melbourne Beach  
Finance Department

# Memo

To: Mayor, Vice Mayor and Commissioners  
 From: Jennifer Kerr, Finance Manager  
 Date: May 12, 2022  
 Re: April Fiscal Year 2023

We are in the seventh month of our fiscal year 2023. The target expenditure rate for April is 58.33%. All departments are managing their expenditures well at this time. All budget items highlighted in green are over the target rate but within the anticipated spending of that budget line. Items highlighted in yellow are being monitored, and items highlighted in red are over expended. Some budget lines are fully expended early in the budget year while other lines like salaries and health insurance are paid on a monthly basis. The total General Fund expenditure rate, year to date is 52.49%. The Departmental expenditure rate breakdown is as follows:

Legislative:	41.08%
Executive:	50.61%
Finance:	65.22%
Legal:	55.13%
Comp & Plan:	25.63%
General Services:	50.46%
Law Enforcement:	56.03%
Fire:	35.09%
Code:	42.88%
Public Works:	57.14%
Grounds Keeping:	51.38%
Parks:	81.97%

## Discussion Items:

The Town received Parking Revenue in April in the amount of \$19,110.16.

On April 21, five (5) fraudulent checks in the amount of \$4,189.77 were cashed from the Town's operating account through a mobile deposit. This matter was immediately reported to the bank's fraud department. The funds have been returned to the Town. We have set up Fraud Detection on the account. This requires all transactions to be reviewed before clearing the account.

The FY22 Audit has been completed and is being presented this evening. One significant deficiency, 2021-002 – Timeliness of Bank Reconciliations, addressed in FY2021 has been corrected. Two significant deficiencies were addressed in the audit. The first one, 2022-001 – Reconciliation of account Balances and Accruals, addresses various audit adjustments that were required due to the transition from the old software to the new software and invoices that came in after the closing of the fiscal year. The second one, 2022-002 – Budgetary Compliance, addresses the expenditures paid from the invoices that came in after the close of the fiscal year and the final budget amendment brought to the commission on December 12, 2022.

REVENUE AND EXPENDITURE FOR TOWN OF MELBOURNE BEACH  
Balance As Of 04/30/2023

**Fund: 001 GENERAL FUND**

Revenues	Description	Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 00</b>					
001-00-311.00.00	AD VALOREM TAXES	2,418,002.00	0.00	77,178.73	96.81
001-00-312.41.00	LOCAL OPTION COUNTY GAS TAX	93,000.00	0.00	58,855.57	36.71
001-00-314.10.00	UTILITY SERVICES TAX FPL	248,000.00	0.00	113,153.05	54.37
001-00-314.30.00	UTILITY SERVICES TAX WATER	52,500.00	0.00	25,240.45	51.92
001-00-314.40.00	UTILITY SERVICES TAX GAS	0.00	0.00	(52.63)	100.00
001-00-314.40.10	UTILTIY GAS TAX AMERIGAS	7,700.00	0.00	(21,464.31)	378.76
001-00-314.40.20	UTILITY GAS TAX SUBURBAN	1,000.00	0.00	215.52	78.45
001-00-314.40.30	UTILTIY GAS TAX FERRELL	2,800.00	0.00	1,223.11	56.32
001-00-314.40.40	UTILITY GAS TAX SAM'S GAS	0.00	0.00	(80.02)	100.00
001-00-315.00.00	COMMUNICATIONS SERVICE TAX	137,000.00	0.00	78,952.22	42.37
001-00-316.00.00	OCCP. LIC	16,000.00	0.00	1,994.32	87.54
001-00-323.10.00	FRANCHISE FEES FPL	190,000.00	0.00	107,128.74	43.62
001-00-323.70.00	FRANCHISE FEES SOLID WASTE	40,000.00	0.00	17,395.39	56.51
001-00-323.70.10	SOLID WASTE COMMERCIAL	13,500.00	0.00	5,958.02	55.87
001-00-329.20.00	BONFIRE PERMIT	900.00	0.00	900.00	0.00
001-00-329.50.00	LOW SPEED VEHICLE REGISTRATION	0.00	0.00	(600.00)	100.00
001-00-329.50.10	LOW SPEED VEHICLE PERMIT FEE	0.00	0.00	(500.00)	100.00
001-00-334.40.00	FMIT SAFETY GRANT	7,500.00	0.00	7,500.00	0.00
001-00-335.12.00	STATE REVENUE SHARING PROCEEDS	87,000.00	0.00	30,817.58	64.58
001-00-335.15.00	ALCOHOLIC BEVERAGE LICENSES	4,600.00	0.00	4,600.00	0.00
001-00-335.18.00	HALF CENT SALES TAX LOCAL GOV	192,000.00	0.00	92,435.20	51.86
001-00-342.20.00	SAFETY INSPECT FEE VAC RENTAL	800.00	0.00	885.00	(10.63)
001-00-342.20.10	SAFETY RENEWAL-VAC RENTALS	800.00	0.00	800.00	0.00
001-00-345.10.00	VAC RENTAL APP FEE-INITIAL	5,000.00	0.00	4,300.00	14.00
001-00-345.10.10	VAC RENEWAL FEE - RENTALS	2,500.00	0.00	(1,250.00)	150.00
001-00-361.10.00	INTEREST ON INVESTMENTS	4,000.00	0.00	(8,486.69)	312.17
001-00-369.00.00	MISCELLANEOUS REVENUE	2,500.00	0.00	1,339.21	46.43



001-00-369.00.49	INSURANCE RECOVERY	350.00	0.00	350.00	0.00	83.02
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<b>Department: 13 FINANCE</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>	
001-13-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	(35.00)	100.00	100.00

<b>Department: 21 LAW ENFORCEM</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>	
001-21-312.52.00	INSURANCE PREMIUM TAX	45,500.00	0.00	45,500.00	0.00	
001-21-337.20.00	SCHOOL RESOURCE OFFICER	65,000.00	0.00	16,250.00	75.00	
001-21-337.25.01	STATE LE COMPUTER GRANT	1,000.00	0.00	1,000.00	0.00	
001-21-347.90.01	SPECIAL EVENTS	1,000.00	0.00	1,000.00	0.00	
001-21-351.00.00	FINES - LAW ENFORCEMENT	7,500.00	0.00	4,144.07	44.75	
001-21-351.13.00	PARKING TICKETS	600.00	0.00	300.00	50.00	
001-21-351.13.10	ACCIDENT REPORT	100.00	0.00	(25.00)	125.00	
001-21-369.00.00	MISCELLANEOUS REVENUE	0.00	0.00	(56.00)	100.00	43.57

<b>Department: 22 FIRE CONTROL</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>	
001-22-322.30.00	FIRE PROTECTIVE SERVICES	5,000.00	0.00	3,375.00	32.50	
001-22-369.00.00	MISCELLANEOUS REVENUE	500.00	0.00	500.00	0.00	
001-22-369.55.10	SHARED TRAINING	1,000.00	0.00	1,000.00	0.00	25.00

<b>Department: 29 CODE ENFORCEM</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>	
001-29-359.00.00	OTHER FINES AND FORFEITURES	800.00	0.00	(19,206.25)	2,500.78	2,500.78

<b>Description</b>	<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>
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**Department: 72 PARKS & RECREA**

001-72-347.41.00	FOUNDER'S DAY	6,500.00	0.00	(355.00)	105.46
001-72-347.50.00	FACILITY RENTALS	8,000.00	0.00	4,610.00	42.38
					70.66

**Overall Revenue Rate:** 82.10

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
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<b>Department: 11 LEGISLATIVE</b>					
001-11-500.11.00	EXECUTIVE SALARIES	16,200.00	0.00	6,750.07	58.33
001-11-500.12.00	REGULAR SALARIES	56,710.00	0.00	25,083.32	55.77
001-11-500.21.00	FICA TAXES - EMPLOYER PORTION	4,338.00	0.00	1,015.94	76.58
001-11-500.22.20	RETIREMENT TOWN EMPLOYEES	6,754.00	0.00	2,989.73	55.73
001-11-500.23.01	HEALTH INSURANCE	5,940.00	0.00	1,979.60	66.67
001-11-500.23.02	LIFE INSURANCE	68.00	0.00	22.96	66.24
001-11-500.25.00	UNEMPLOYMENT COMPENSATION	181.00	0.00	138.17	23.66
001-11-510.31.00	PROFESSIONAL SERVICES	2,902.00	0.00	0.00	100.00
001-11-510.40.00	TRAVEL & MEETINGS	3,640.00	0.00	2,225.46	38.86
001-11-510.40.10	TRAVEL & MEETINGS - STAFF	2,788.00	0.00	1,357.34	51.31
001-11-510.47.00	PRINTING	5,015.00	0.00	4,911.36	2.07
001-11-510.48.00	PROMOTIONAL ACTIVITIES	800.00	0.00	396.02	50.50
001-11-510.48.40	LEGAL NOTICES	10,000.00	0.00	8,431.94	15.68
001-11-510.49.50	ELECTION EXPENSE	2,500.00	0.00	1,909.81	23.61
001-11-510.54.00	DUES & SUBSCRIPTIONS	875.00	0.00	240.00	72.57
001-11-510.54.10	TRAINING & SCHOOLS	4,410.00	0.00	4,410.00	0.00
001-11-510.64.00	MACHINERY & EQUIPMENT	2,000.00	0.00	825.67	58.72
001-11-510.64.01	CAPITAL OUTLAY	50,000.00	0.00	43,812.50	12.38
001-11-543.00.00	LICENSES & FEES	7,421.00	0.00	1,046.14	85.90
					41.08

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
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<b>Department: 12 EXECUTIVE</b>					
001-12-500.12.00	REGULAR SALARIES	143,243.00	0.00	69,515.21	51.47

001-12-500.14.00	SALARIES OVERTIME	0.00	0.00	(80.57)	100.00
001-12-500.21.00	FICA TAXES - EMPLOYER PORTION	10,958.00	0.00	4,618.66	57.85
001-12-500.22.01	RETIREMENT - ICMA	17,060.00	0.00	9,996.55	41.40
001-12-500.22.20	RETIREMENT TOWN EMPLOYEES	4,436.00	0.00	2,681.10	39.56
001-12-500.23.01	HEALTH INSURANCE	25,561.00	0.00	12,859.82	49.69
001-12-500.23.02	LIFE INSURANCE	749.00	0.00	278.11	62.87
001-12-500.25.00	UNEMPLOYMENT COMPENSATION	458.00	0.00	353.08	22.91
001-12-510.31.00	PROFESSIONAL SERVICES	0.00	0.00	(853.00)	100.00
001-12-510.40.00	TRAVEL & MEETINGS	1,320.00	0.00	852.33	35.43
001-12-510.52.50	GAS & OIL	2,400.00	0.00	1,000.00	58.33
001-12-510.54.00	DUES & SUBSCRIPTIONS	3,595.00	0.00	2,151.00	40.17
001-12-510.54.10	TRAINING & SCHOOLS	450.00	0.00	450.00	0.00

50.61

Description	Original Budget	Encumbrance	Available	% Bdgt
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**Department: 13 FINANCE**

001-13-500.12.00	REGULAR SALARIES	109,053.00	0.00	48,234.93	55.77
001-13-500.21.00	FICA TAXES - EMPLOYER PORTION	8,343.00	0.00	3,413.83	59.08
001-13-500.22.20	RETIREMENT TOWN EMPLOYEES	12,988.00	0.00	5,803.99	55.31
001-13-500.23.01	HEALTH INSURANCE	14,824.00	0.00	4,941.44	66.67
001-13-500.23.02	LIFE INSURANCE	136.00	0.00	45.92	66.24
001-13-500.25.00	UNEMPLOYMENT COMPENSATION	349.00	0.00	264.35	24.26
001-13-510.31.00	PROFESSIONAL SERVICES	5,300.00	0.00	0.00	100.00
001-13-510.32.00	AUDITING SERVICES	26,600.00	0.00	900.00	96.62
001-13-510.32.90	BANKING FEES	6,900.00	0.00	159.24	97.69
001-13-510.40.00	TRAVEL & MEETINGS	1,200.00	0.00	214.75	82.10
001-13-510.47.00	PRINTING	180.00	0.00	180.00	0.00
001-13-510.54.00	DUES & SUBSCRIPTIONS	60.00	0.00	60.00	0.00
001-13-510.54.10	TRAINING & SCHOOLS	800.00	0.00	686.00	14.25
001-13-764.10.00	Filing Fee Clerk-Parking Ticke	50.00	0.00	50.00	0.00

65.22

Description	Original Budget	Encumbrance	Available	% Bdgt
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**Department: 14 LEGAL COUNSEL**

001-14-510.31.00	PROFESSIONAL SERVICES	96,000.00	0.00	38,958.50	59.42
001-14-510.31.01	CODE ENFORCEMENT ATTORNEY	10,000.00	0.00	8,600.00	14.00
					55.13

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 15 COMPREHENSIV</b>					
001-15-510.31.00	PROFESSIONAL SERVICES	20,000.00	0.00	14,875.00	25.63
					25.63

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 16 FEMA - HURRICAN</b>					
001-16-510.51.00	OFFICE SUPPLIES	0.00	0.00	(542.20)	100.00
001-16-530.46.12	MAINTENANCE SUPPLIES	0.00	0.00	(325.55)	100.00
001-16-530.46.35	PIER MAINTENANCE	0.00	0.00	(750.00)	100.00
001-16-530.46.40	GROUNDS MAINTENANCE	0.00	0.00	(2,376.56)	100.00
					100.00

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 19 GENERAL SERVICE</b>					
001-19-500.24.00	WORKERS COMPENSATION	2,618.00	0.00	2,618.00	0.00
001-19-510.31.00	PROFESSIONAL SERVICES	4,020.00	0.00	1,801.25	55.19
001-19-510.31.11	SECURITY	3,308.00	0.00	(1,589.50)	148.05
001-19-510.34.10	JANITORIAL SERVICES	17,000.00	0.00	8,187.00	51.84
001-19-510.35.00	PRE-EMPLOYMENT EXP	300.00	0.00	(8.00)	102.67
001-19-510.41.00	TELEPHONE	18,240.00	0.00	4,036.80	77.87
001-19-510.41.10	COMMUNICATION SERVICES	43,056.00	0.00	17,492.65	59.37
001-19-510.43.00	STREET LIGHTS	47,000.00	0.00	22,572.05	51.97
001-19-510.43.10	ELECTRICITY	38,500.00	0.00	24,657.18	35.96
001-19-510.43.20	WATER & SEWER	3,520.00	0.00	1,776.28	49.54
001-19-510.43.50	WASTE TAX SERVICE	3,300.00	0.00	1,031.09	68.75
001-19-510.45.00	GENERAL LIABILITY INSURANCE	85,728.00	0.00	20,685.75	75.87
001-19-510.45.01	FLOOD INSURANCE	3,751.00	0.00	3,751.00	0.00
001-19-510.45.02	PROPERTY INSURANCE	69,960.00	0.00	21,991.50	68.57
001-19-510.45.03	AUTO INSURANCE	8,172.00	0.00	2,045.25	74.97

001-19-510.46.10	OFFICE EQUIPMENT MAINTENANCE	4,232.00	0.00	1,877.95	55.63
001-19-510.46.15	EQUIPMENT MAINTENANCE	25,000.00	0.00	6,611.00	73.56
001-19-510.46.36	PEST CONTROL	3,000.00	0.00	1,277.68	57.41
001-19-510.47.00	PRINTING	500.00	0.00	(15.14)	103.03
001-19-510.49.90	ADOPT AN AREA	1,500.00	0.00	1,298.84	13.41
001-19-510.49.98	CONTINGENCY	25,000.00	0.00	25,000.00	0.00
001-19-510.49.99	MISCELLANEOUS	300.00	0.00	300.00	0.00
001-19-510.51.00	OFFICE SUPPLIES	11,000.00	0.00	5,181.65	52.89
001-19-510.51.10	POSTAGE	1,400.00	0.00	563.80	59.73
001-19-510.52.10	JANITORIAL SUPPLIES	3,500.00	0.00	244.09	93.03
001-19-510.54.00	DUES & SUBSCRIPTIONS	325.00	0.00	(70.03)	121.55
001-19-510.64.01	CAPITAL OUTLAY	39,916.00	0.00	281.83	99.29
001-19-543.00.00	LICENSES & FEES	21,286.00	0.00	8,828.76	58.52
001-19-581.00.00	TRANSFER OUT	115,000.00	0.00	115,000.00	0.00
					50.46

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 21 LAW ENFORCEM</b>					
001-21-500.12.00	REGULAR SALARIES	627,879.00	0.00	245,579.15	60.89
001-21-500.12.50	HOLIDAY PAY	20,000.00	0.00	719.75	96.40
001-21-500.14.00	SALARIES OVERTIME	15,000.00	0.00	6,201.48	58.66
001-21-500.14.16	HURRICANE PAY	18,000.00	0.00	5,992.94	66.71
001-21-500.15.00	EDUCATION INCENTIVE PAY	6,800.00	0.00	1,907.50	71.95
001-21-500.15.01	FIRST RESPONDER	8,000.00	0.00	4,525.00	43.44
001-21-500.21.00	FICA TAXES - EMPLOYER PORTION	52,087.00	0.00	19,914.80	61.77
001-21-500.22.02	POLICE PENSION	206,912.00	0.00	96,912.00	53.16
001-21-500.22.20	RETIREMENT TOWN EMPLOYEES	5,217.00	0.00	2,051.11	60.68
001-21-500.23.01	HEALTH INSURANCE	210,119.00	0.00	153,366.69	27.01
001-21-500.23.02	LIFE INSURANCE	2,700.00	0.00	1,077.68	60.09
001-21-500.23.10	STATUTORY AD&D	1,000.00	0.00	0.00	100.00
001-21-500.24.00	WORKERS COMPENSATION	16,853.00	0.00	0.00	100.00
001-21-500.25.00	UNEMPLOYMENT COMPENSATION	2,179.00	0.00	1,509.83	30.71
001-21-520.31.00	PROFESSIONAL SERVICES	725.00	0.00	115.39	84.08
001-21-520.34.40	DISPATCHING SERVICES	17,785.00	0.00	(533.55)	103.00

001-21-520.40.00	TRAVEL & MEETINGS	3,324.00	0.00	2,476.18	25.51
001-21-520.41.10	COMMUNICATION SERVICES	5,388.00	0.00	3,996.65	25.82
001-21-520.46.10	OFFICE EQUIPMENT MAINTENANCE	5,500.00	0.00	(2,459.35)	144.72
001-21-520.46.15	EQUIPMENT MAINTENANCE	5,500.00	0.00	5,500.00	0.00
001-21-520.46.16	RADAR CALIBRATION	700.00	0.00	600.00	14.29
001-21-520.46.20	VEHICLE MAINTENANCE	17,000.00	0.00	(2,878.57)	116.93
001-21-520.48.00	PROMOTIONAL ACTIVITIES	3,000.00	0.00	3,000.00	0.00
001-21-520.48.50	CRIME PREVENTION	2,100.00	0.00	618.74	70.54
001-21-520.49.99	MISCELLANEOUS	100.00	0.00	100.00	0.00
001-21-520.51.10	POSTAGE	150.00	0.00	144.60	3.60
001-21-520.52.00	UNIFORMS	7,000.00	0.00	(233.37)	103.33
001-21-520.52.05	PROTECTIVE GEAR	8,328.00	0.00	6,587.04	20.90
001-21-520.52.50	GAS & OIL	40,000.00	0.00	29,125.85	27.19
001-21-520.52.70	MEDICAL	500.00	0.00	118.57	76.29
001-21-520.52.90	OPERATING SUPPLIES	4,320.00	0.00	984.90	77.20
001-21-520.54.00	DUES & SUBSCRIPTIONS	935.00	0.00	100.60	89.24
001-21-520.54.10	TRAINING & SCHOOLS	6,400.00	0.00	5,800.00	9.38
001-21-520.64.01	Capital Outlay	18,400.00	0.00	(6,033.70)	132.79
001-21-543.00.00	LICENSES & FEES	13,837.00	0.00	745.43	94.61
001-21-581.00.00	TRANSFER OUT	13,479.00	0.00	13,479.00	0.00
					56.03

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 22 FIRE CONTROL</b>					
001-22-500.12.00	REGULAR SALARIES	88,036.00	0.00	37,958.40	56.88
001-22-500.14.50	STIPEND PAYROLL	38,689.00	0.00	26,303.47	32.01
001-22-500.21.00	FICA TAXES - EMPLOYER PORTION	9,695.00	0.00	4,831.02	50.17
001-22-500.22.01	RETIREMENT - ICMA	7,513.00	0.00	3,131.77	58.32
001-22-500.22.20	RETIREMENT TOWN EMPLOYEES	2,973.00	0.00	1,456.14	51.02
001-22-500.23.01	HEALTH INSURANCE	25,626.00	0.00	10,787.83	57.90
001-22-500.23.02	LIFE INSURANCE	136.00	0.00	51.55	62.10
001-22-500.23.10	STATUTORY AD&D	207.00	0.00	(415.00)	300.48
001-22-500.24.00	WORKERS COMPENSATION	16,750.00	0.00	8,323.50	50.31
001-22-500.25.00	UNEMPLOYMENT COMPENSATION	282.00	0.00	207.04	26.58

001-22-520.34.40	DISPATCHING SERVICES	5,400.00	0.00	2,800.00	48.15
001-22-520.35.00	PRE-EMPLOYMENT EXPENSE	2,060.00	0.00	1,623.00	21.21
001-22-520.36.00	ANNUAL PHYSICALS	4,375.00	0.00	2,475.00	43.43
001-22-520.40.00	TRAVEL & MEETINGS	750.00	0.00	597.00	20.40
001-22-520.41.10	COMMUNICATION SERVICES	1,644.00	0.00	549.84	66.55
001-22-520.46.15	EQUIPMENT MAINTENANCE	9,152.00	0.00	4,182.09	54.30
001-22-520.46.20	VEHICLE MAINTENANCE	26,100.00	0.00	21,279.62	18.47
001-22-520.46.30	BUILDING MAINTENANCE	1,000.00	0.00	948.15	5.19
001-22-520.48.55	FIRE PREVENTION	4,600.00	0.00	3,025.00	34.24
001-22-520.51.00	OFFICE SUPPLIES	400.00	0.00	51.03	87.24
001-22-520.52.00	UNIFORMS	7,135.00	0.00	6,845.06	4.06
001-22-520.52.02	S.C.B.A.	1,975.00	0.00	435.14	77.97
001-22-520.52.05	PROTECTIVE GEAR	2,925.00	0.00	2,415.19	17.43
001-22-520.52.10	JANITORIAL SUPPLIES	1,000.00	0.00	133.31	86.67
001-22-520.52.20	TOOLS & HARDWARE	2,000.00	0.00	1,838.38	8.08
001-22-520.52.50	GAS & OIL	6,600.00	0.00	4,179.87	36.67
001-22-520.52.70	MEDICAL	1,400.00	0.00	403.60	71.17
001-22-520.54.00	DUES & SUBSCRIPTIONS	435.00	0.00	414.00	4.83
001-22-520.54.10	TRAINING & SCHOOLS	7,525.00	0.00	7,075.00	5.98
001-22-520.54.12	TRAINING MATERIALS	1,960.00	0.00	1,453.64	25.83
001-22-520.64.01	Capital Outlay	82,369.00	30,000.00	52,369.00	0.00
001-22-543.00.00	LICENSES & FEES	13,304.00	0.00	(333.90)	102.51
001-22-581.00.00	TRANSFER OUT	15,277.00	0.00	15,277.00	0.00
					35.09

Description		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 29 CODE ENFORCEMENT</b>					
001-29-500.12.00	REGULAR SALARIES	14,898.00	0.00	8,707.63	41.55
001-29-500.21.00	FICA TAXES - EMPLOYER PORTION	1,140.00	0.00	628.89	44.83
001-29-500.22.20	RETIREMENT TOWN EMPLOYEES	1,774.00	0.00	1,345.04	24.18
001-29-500.23.10	STATUTORY AD&D	21.00	0.00	0.00	100.00
001-29-500.24.00	WORKERS COMPENSATION	230.00	0.00	230.00	0.00
001-29-500.25.00	UNEMPLOYMENT COMPENSATION	48.00	0.00	38.34	20.13
001-29-520.31.00	PROFESSIONAL SERVICES	0.00	0.00	(1,000.00)	100.00

001-29-520.40.00	TRAVEL & MEETINGS	35.00	0.00	35.00	0.00
001-29-520.46.12	MAINTENANCE SUPPLIES	50.00	0.00	50.00	0.00
001-29-520.46.20	VEHICLE MAINTENANCE	150.00	0.00	150.00	0.00
001-29-520.51.00	OFFICE SUPPLIES	125.00	0.00	104.81	16.15
001-29-520.51.10	POSTAGE	350.00	0.00	247.64	29.25
001-29-520.51.20	RECORDING COSTS	120.00	0.00	120.00	0.00
001-29-520.52.00	UNIFORMS	150.00	0.00	150.00	0.00
001-29-520.52.50	GAS & OIL	150.00	0.00	150.00	0.00
001-29-520.54.10	TRAINING & SCHOOLS	75.00	0.00	75.00	0.00
					42.88

		Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 41 PUBLIC WORKS</b>					
001-41-500.12.00	REGULAR SALARIES	207,196.00	0.00	97,410.19	52.99
001-41-500.14.00	SALARIES OVERTIME	0.00	0.00	(2,023.59)	100.00
001-41-500.21.00	FICA TAXES - EMPLOYER PORTION	15,850.00	0.00	6,500.27	58.99
001-41-500.22.20	RETIREMENT TOWN EMPLOYEES	24,677.00	0.00	11,342.61	54.04
001-41-500.23.01	HEALTH INSURANCE	31,953.00	0.00	13,637.36	57.32
001-41-500.23.02	LIFE INSURANCE	236.00	0.00	52.77	77.64
001-41-500.23.10	STATUTORY AD&D	83.00	0.00	0.00	100.00
001-41-500.24.00	WORKERS COMPENSATION	2,618.00	0.00	2,618.00	0.00
001-41-500.25.00	UNEMPLOYMENT COMPENSATION	663.00	0.00	504.49	23.91
001-41-530.40.00	TRAVEL & MEETINGS	150.00	0.00	150.00	0.00
001-41-530.43.10	ELECTRICITY	5,000.00	0.00	(64.48)	101.29
001-41-530.43.50	DUMP SERVICE	2,000.00	0.00	2,000.00	0.00
001-41-530.46.12	MAINTENANCE SUPPLIES	6,500.00	0.00	3,232.41	50.27
001-41-530.46.15	EQUIPMENT MAINTENANCE	5,000.00	0.00	791.44	84.17
001-41-530.46.20	VEHICLE MAINTENANCE	9,500.00	0.00	3,386.59	64.35
001-41-530.46.30	BUILDING MAINTENANCE	8,500.00	0.00	3,063.82	63.96
001-41-530.46.31	MAINTENANCE OLD TOWN HALL	600.00	0.00	550.00	8.33
001-41-530.46.32	RYCKMAN HOUSE	700.00	0.00	(296.00)	142.29
001-41-530.46.35	PIER MAINTENANCE	1,500.00	0.00	(3,964.31)	364.29
001-41-530.46.40	GROUNDS MAINTENANCE	7,000.00	0.00	858.39	87.74
001-41-530.52.00	UNIFORMS	3,125.00	0.00	939.60	69.93



001-41-530.52.05	PROTECTIVE GEAR	1,000.00	0.00	33.73	96.63
001-41-530.52.20	TOOLS & HARDWARE	4,750.00	0.00	(180.42)	103.80
001-41-530.52.25	TOOL RENTALS	3,500.00	0.00	3,147.24	10.08
001-41-530.52.50	GAS & OIL	5,800.00	0.00	3,187.85	45.04
001-41-530.53.10	STREET REPAIR	7,500.00	0.00	609.40	91.87
001-41-530.53.20	STREET SIGNS	8,500.00	0.00	2,216.64	73.92
001-41-530.54.10	TRAINING & SCHOOLS	1,500.00	0.00	1,400.20	6.65
001-41-530.57.25	WELDING	500.00	0.00	321.54	35.69
001-41-530.64.01	CAPITAL OUTLAY	10,000.00	0.00	0.00	100.00
001-41-581.00.00	TRANSFER OUT	16,927.00	0.00	16,927.00	0.00
					57.14

<b>Description</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>
<b>Department: 42 GROUNDS KEEP</b>					
001-42-500.14.00	SALARIES OVERTIME	0.00	0.00	(408.53)	100.00
001-42-530.34.91	LANDSCAPING	22,300.00	0.00	16,767.58	24.81
001-42-530.46.12	MAINTENANCE SUPPLIES	1,000.00	0.00	846.30	15.37
001-42-530.46.15	EQUIPMENT MAINTENANCE	2,500.00	0.00	2,246.02	10.16
001-42-530.46.40	GROUNDS MAINTENANCE	25,910.00	0.00	17,894.26	30.94
001-42-530.46.43	TREE EXPENSE	2,000.00	0.00	(1,975.00)	198.75
001-42-530.52.00	UNIFORMS	3,125.00	0.00	3,031.60	2.99
001-42-530.52.05	PROTECTIVE GEAR	575.00	0.00	575.00	0.00
001-42-530.52.20	TOOLS & HARDWARE	500.00	0.00	(117.86)	123.57
001-42-530.54.10	TRAINING & SCHOOLS	300.00	0.00	300.00	0.00
001-42-530.64.01	CAPITAL OUTLAY	0.00	0.00	(10,859.00)	100.00
					51.38

<b>Description</b>		<b>Original Budget</b>	<b>Encumbrance</b>	<b>Available</b>	<b>% Bdgt</b>
<b>Department: 72 PARKS &amp; RECREA</b>					
001-72-570.48.10	FOUNDER'S DAY	7,000.00	0.00	5,480.00	21.71
001-72-570.48.50	MOVIES IN THE PARK	1,800.00	0.00	870.00	51.67
001-72-570.48.52	FOURTH OF JULY	500.00	0.00	0.00	100.00
001-72-570.48.53	CHRISTMAS DECORATIONS PARK	3,000.00	0.00	(1,898.02)	163.27
001-72-570.48.60	EASTER EGG HUNT	200.00	0.00	200.00	0.00

001-72-570.48.90	RECREATION PROGRAMS	5,000.00	0.00	4,059.06	18.82
001-72-570.63.01	TENNIS COURT EXPEDITURES	500.00	0.00	(185.97)	137.19
001-72-570.63.02	BBALL & VBALL COURTS	500.00	0.00	(175.79)	135.16
001-72-570.63.05	BOCCE COURT EXPEDITURES	500.00	0.00	430.02	14.00
001-72-570.64.01	CAPITAL OUTLAY	32,600.00	0.00	525.00	98.39
					81.97

**Overall Expenditure Rate:**

52.49

**Fund: 104 ENVIRONMENTAL ADV**

Account Category: Revenues	Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 00					
104-00-271.00.99	CARRY FORWARD	4,904.00	0.00	4,904.00	0.00
104-00-337.90.01	OTHER GRANTS	568.00	0.00	568.00	0.00
104-00-366.47.00	DONATIONS	5,000.00	0.00	0.00	100.00
104-00-381.00.00	TRANSFERS IN	5,374.00	0.00	5,374.00	0.00
Revenues:					31.55

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 72 PARKS & RECREA					
104-72-570.31.00	PROFESSIONAL SERVICES	2,000.00	0.00	2,000.00	0.00
104-72-570.40.00	TRAVEL & MEETINGS	0.00	0.00	(74.95)	100.00
104-72-570.46.12	MAINTENANCE SUPPLIES	0.00	0.00	(65.00)	100.00
104-72-570.46.40	GROUNDS MAINTENANCE	960.00	0.00	517.03	46.14
104-72-570.51.00	OFFICE SUPPLIES	0.00	0.00	(81.98)	100.00
104-72-570.52.50	GAS FOR COMPOSTING TRUCK	1,092.00	0.00	386.20	64.63
104-72-570.64.01	CAPITAL OUTLAY	8,000.00	0.00	6,079.48	24.01
Expenditures:					27.31

**Fund: 125 BUILDING DEPT**

Account Category: Revenues	Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 24 PROTECTIVE INS					
125-24-322.00.00	BUILDING PERMITS	160,000.00	0.00	8,524.11	94.67

125-24-322.10.00	ZONING PLAN REVIEW	1,000.00	0.00	(1,281.25)	228.13
125-24-322.10.10	SITE PLAN REVIEW P&Z	12,000.00	0.00	7,000.00	41.67
125-24-322.20.00	BUILDING PLAN REVIEW	12,000.00	0.00	11,320.00	5.67
125-24-322.31.00	ADVERTISING COSTS	250.00	0.00	250.00	0.00
125-24-322.31.20	P&Z ADVERTISING	100.00	0.00	(207.15)	307.15
125-24-329.00.00	OTHER LICENSES, FEES & PERMITS	700.00	0.00	(7,414.50)	1,159.21
125-24-329.00.10	BOA VARIANCE FEES	2,000.00	0.00	2,000.00	0.00
125-24-354.00.00	LOCAL ORDINANCE VIOLATION	8,000.00	0.00	40.16	99.50

Revenues:

89.68

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
125-24-500.12.00	REGULAR SALARIES	141,440.00	0.00	57,998.35	58.99
125-24-500.14.00	SALARIES OVERTIME	0.00	0.00	(820.50)	100.00
125-24-500.21.00	FICA TAXES - EMPLOYER PORTION	10,820.16	0.00	4,449.01	58.88
125-24-500.22.20	RETIREMENT TOWN EMPLOYEES	16,845.50	0.00	6,792.42	59.68
125-24-500.23.01	HEALTH INSURANCE	27,083.00	0.00	15,032.72	44.49
125-24-500.23.02	LIFE INSURANCE	136.00	0.00	34.94	74.31
125-24-500.23.10	STATUTORY AD&D	42.00	0.00	42.00	0.00
125-24-500.24.00	WORKERS COMPENSATION	655.00	0.00	655.00	0.00
125-24-500.25.00	UNEMPLOYMENT COMPENSATION	452.61	0.00	321.25	29.02
125-24-520.40.00	TRAVEL & MEETINGS	300.00	0.00	300.00	0.00
125-24-520.51.00	OFFICE SUPPLIES	500.00	0.00	(1,677.44)	435.49
125-24-520.51.10	POSTAGE	75.00	0.00	75.00	0.00
125-24-520.52.00	UNIFORMS	260.00	0.00	19.08	92.66
125-24-520.52.20	TOOLS & HARDWARE	75.00	0.00	75.00	0.00
125-24-520.52.50	GAS & OIL	500.00	0.00	224.99	55.00
125-24-520.54.00	DUES & SUBSCRIPTIONS	4,200.00	0.00	(2,645.00)	162.98
125-24-520.54.10	TRAINING & SCHOOLS	350.00	0.00	350.00	0.00
125-24-520.64.01	Capital Outlay	16,000.00	0.00	5,359.95	66.50
125-24-543.00.00	LICENSES & FEES	350.00	0.00	237.05	32.27

Expenditures:

60.55

Fund: 145 AMERICAN RESCUE PL

Account Category: Revenues		Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 00						
145-00-271.00.99		CARRY FORWARD	1,643,004.81	0.00	1,643,004.81	0.00
						0.00

Account Category: Expenditures		Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 00						
145-00-510.32.00		AUDITING SERVICES	14,710.00	0.00	14,020.00	4.69
145-00-581.00.00		TRANSFER OUT	28,304.00	0.00	28,304.00	0.00
						1.60

Department: 21 LAW ENFORCEM		Description	Original Budget	Encumbrance	Available	% Bdgt
145-21-520.64.01		Capital Outlay	0.00	93,436.00	(93,436.00)	0.00
						0.00

Department: 41 PUBLIC WORKS		Description	Original Budget	Encumbrance	Available	% Bdgt
145-41-530.31.00		PROFESSIONAL SERVICES	12,000.00	0.00	12,000.00	0.00
145-41-530.31.21		ENGINEERING SERVICES	15,000.00	0.00	15,000.00	0.00
145-41-530.31.21-001		ENGINEERING SERVICES	0.00	0.00	(566.32)	100.00
145-41-530.64.01		CAPITAL OUTLAY	1,460,662.75	0.00	1,460,272.75	0.03
145-41-530.64.01-001		CAPITAL OUTLAY	0.00	0.00	(574,032.75)	100.00
						38.65

**Fund: 172 OCEAN PARK PARKING**

Account Category: Revenues		Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 00						
172-00-271.00.99		CARRY FORWARD	62,536.22	0.00	62,536.22	0.00
						0.00

**Department: 75 TOWN PARKS**

172-75-342.10.00	PARKING TICKET REVENUE	15,000.00	0.00	8,750.00	41.67
172-75-344.50.00	PARKING METER REVENUE	98,000.00	0.00	49,766.05	49.22
					48.22

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
172-75-500.12.00	REGULAR SALARIES	34,000.00	0.00	16,178.41	52.42
172-75-575.31.02	LIFEGUARD CONTRACT	21,945.00	0.00	13,667.06	37.72
172-75-575.32.90	BANKING FEES	5,500.00	0.00	2,717.99	50.58
172-75-575.34.10	JANITORIAL CLEANING	1,800.00	0.00	750.00	58.33
172-75-575.34.91	LANDSCAPING	3,500.00	0.00	3,334.29	4.73
172-75-575.41.10	IPS COMMUNICATIONS FEE	4,020.00	0.00	1,029.75	74.38
172-75-575.43.10	ELECTRICITY	2,700.00	0.00	1,347.42	50.10
172-75-575.43.20	WATER & SEWER	1,700.00	0.00	1,188.91	30.06
172-75-575.43.50	DUMP SERVICE	660.00	0.00	660.00	0.00
172-75-575.46.12	MAINTENANCE SUPPLIES	1,500.00	0.00	620.24	58.65
172-75-575.46.31	BUILDING MAINT RESTROOMS	1,200.00	0.00	1,100.43	8.30
172-75-575.46.40	GROUNDS MAINTENANCE	3,000.00	0.00	1,480.49	50.65
172-75-575.46.41	MOWING CONTRACT	9,000.00	0.00	8,066.25	10.38
172-75-575.46.43	TREE EXPENSE	500.00	0.00	500.00	0.00
172-75-575.52.10	JANITORIAL SUPPLIES	350.00	0.00	350.00	0.00
172-75-575.53.15	PARKING LOT REPAIRS	1,500.00	0.00	683.91	54.41
172-75-575.53.20	SIGNS	300.00	0.00	(207.64)	169.21
172-75-575.63.03	VOLLEYBALL COURT	2,000.00	0.00	844.59	57.77
172-75-575.64.01	CAPITAL OUTLAY	16,000.00	0.00	16,000.00	0.00
172-75-581.00.00	TRANSFER OUT	1,400.00	0.00	1,400.00	0.00
172-75-764.10.00	Filing Fee Clerk-Parking Ticke	30.00	0.00	0.00	100.00
					36.32

Fund: 175 RYCKMAN CROSSOVEF	Description	Original Budget	Encumbrance	Available	% Bdgt
Account Category: Revenues					
Department: 00					
175-00-271.00.99	CARRY FORWARD	97,998.78	0.00	97,998.78	0.00
					0.00

**Department: 75 TOWN PARKS**

175-75-342.10.00	PARKING TICKET REVENUE	9,500.00	0.00	7,450.00	21.58
175-75-344.50.00	PARKING METER REVENUE	60,500.00	0.00	7,519.40	87.57
175-75-344.50.10	PARK PASS REVENUE	3,000.00	0.00	1,100.00	63.33
		73,000.00	0.00	16,069.40	77.99

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
175-75-500.12.00	REGULAR SALARIES	320.00	0.00	320.00	0.00
175-75-500.21.00	FICA TAXES - EMPLOYER PORTION	2,625.00	0.00	1,245.56	52.55
175-75-500.22.20	RETIREMENT TOWN EMPLOYEES	4,088.00	0.00	1,916.77	53.11
175-75-500.23.01	HEALTH INSURANCE	7,967.00	0.00	3,499.85	56.07
175-75-575.32.90	BANKING FEES	2,000.00	0.00	145.32	92.73
175-75-575.32.95	IPS BANKING FEE	4,200.00	0.00	4,200.00	0.00
175-75-575.41.15	IPS COMMUNICATION FEE	2,500.00	0.00	966.96	61.32
175-75-575.50.00	RECREATION PROGRAMS	10,500.00	0.00	6,050.00	42.38
175-75-581.00.00	TRANSFER OUT	31,500.00	0.00	31,500.00	0.00
					24.13

**Fund: 351 BEAUTIFICATION**

Account Category: Revenues	Description	Original Budget	Encumbrance	Available	% Bdgt
Department: 00					
351-00-271.00.99	CARRY FORWARD	45,665.09	0.00	45,665.09	0.00
351-00-381.00.00	TRANSFERS IN	30,000.00	0.00	30,000.00	0.00
					0.00

Account Category: Expenditures	Description	Original Budget	Encumbrance	Available	% Bdgt
<b>Department: 41 PUBLIC WORKS</b>					
351-41-500.23.01	HEALTH INSURANCE	2,755.00	0.00	968.14	64.86
351-41-500.23.02	LIFE INSURANCE	68.00	0.00	28.59	57.96

351-41-500.23.10	STATUTORY AD&D	21.00	0.00	0.00	100.00
351-41-500.24.00	WORKERS COMPENSATION	653.00	0.00	653.00	0.00
351-41-500.25.00	UNEMPLOYMENT COMPENSATION	110.00	0.00	82.33	25.15
351-41-570.31.00	PROFESSIONAL SERVICES	15,000.00	0.00	9,737.50	35.08
351-41-570.34.91	LANDSCAPING	30,000.00	0.00	30,000.00	0.00
351-41-570.43.15	ELECTRICAL WORK	3,000.00	0.00	3,000.00	0.00
351-41-570.46.40	GROUNDS MAINTENANCE	2,500.00	0.00	1,108.84	55.65
351-41-570.53.20	STREET SIGNS	1,500.00	0.00	(9,616.47)	741.10
351-41-570.64.01	CAPITAL OUTLAY	0.00	7,597.00	(7,597.00)	0.00
					35.33

## MAY 2023 ACTION ITEMS

<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Change the order of the agenda for Town Commission meetings</b>	<b>2/15/2023</b>	<b>4/19/2023</b>	<b>4/19/2023</b>	Joyce Barton	Town Clerk
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
3/15/2023	Vice Mayor Joyce Barton spoke about different options. Email out different options.				
2/15/2023	Added to Action Items – Town Clerk will bring proposed changes to the order of the agenda				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTER</b>	<b>ASSIGNED TO</b>
<b>Town Newsletter</b>	<b>1/18/2023</b>	<b>4/19/2023</b>	<b>4/19/2023</b>	Corey Runte	Town Clerk
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
4/19/2023	Town Clerk – The newsletter is almost complete and will be mailed out in a couple of days. It will be 2 pages of 11 by 17 paper.				
3/15/2023	Town Clerk – Waiting on two more quotes, received one that is just under \$1,800 and one that is about \$1,400. Town Manager – Spoke about the new employee has experience doing newsletters and will be working on it.				
2/15/2023	Get 3 quotes for publishing and mailing every other month on 11x17 in color				
1/18/2023	Added to Action Items – Get costs for a single page or bifold, potential content, schedule, and production options				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Research Charging Stations</b>	<b>11/20/20</b>	<b>4/19/2023</b>	<b>4/19/2023</b>	Simmons	Town Manager/PWD
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
4/19/2023	This was discussed as an agenda item. Failed for a lack of motion. Add as part of the S.E.A Project.				
3/15/2023	Town Manager – The price for the medium-speed charging station has gone down to \$3,000. Get a quote.				
11/16/2022	Town Manager – Received feedback that without a fast charger, a car would have to be there all day				
10/19/2022	Town Manager – Got other quotes which has raised additional questions				
8/17/2022	Town Manager – having a very hard time getting companies to come out				



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6/15/2022	Town Manager met with James Moore (NOT associated with the auditors) who has a company that installs charging stations he recommended putting a charging station in a pay-to-park spot. Vice Mayor stated James Moore's company installed a station Grace Lutheran				
12/15/2021	TM said new charging companies are coming out and installing their own stations with incentives and it may be a good idea to wait and see what they are. Rapid charge is 3-4 times the cost.				
10/20/2021	Commissioner Runte reached out to two vendors he works with update Nov. 2021				
9/15/2021	TM does not have an update. Commissioner Runte explained the companies are hard to reach or non-responsive- still working on it. Update next month				
8/18/2021	Update at September RTCM				
7/21/2021	Update at August RTCM				
6/16/2021	Follow up on "Electrify" a company that leases charging stations				
5/19/2021	Update at June RTCM				
4/21/2021	Town Manager was given a list by Commissioner Runte to evaluate and update again at May RTCM.				
1/20/2021	Update again at April RTCM				
12/16/2020	<i>Town Manager Mascaro said there is a lot to understand about these charging stations that effect cost and what's included. Update again at January 2021 RTCM.</i>				
11/18/2020	<i>Commission advised to keep this item open until the stations are installed</i>				
10/21/2020	<i>Commission approved cost to replace breaker box and TM to get vendor contacts from Comm. Runte</i>				
8/19/2020	<i>PWS said breaker box must be replaced at cost of \$3,000-\$4,000. Commission asked TM to find install/generic cost for Sept RTCM.</i>				
7/15/2020	<i>TM shared that the offer from Tesla no longer available, they cost \$500. TM is looking at other options and will come back in August with information. Commission asked TM to look for similar offers and/or grants as Tesla was offering.</i>				
6/17/2020	<i>Electricians scheduled Wed. Parking spot for bikes and two for charging stations. Update July RTCM</i>				
3/18/2020	<i>Commission suggested TM get with Tesla to see what they may offer - including getting one at no cost. Tobe discussed again at May TCW.</i>				
6/3/2020	<i>Commission asked TM to contact Tesla to see what they have to offer. Update June RTCM.</i>				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Lifeguard coverage</b>	<b>3/15/2023</b>	<b>5/17/2023</b>		Wyatt Hoover	
<b>DATE</b>	<b>DIRECTION/NOTES</b>				

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3/15/2023	Added to Action Items – Fact finding related to funding from other municipalities, open a dialogue with Indialantic, reach out to US Lifesaving Association and Florida Beach Patrol to see what other heavy-traffic beaches are doing, make sure flag signs are up to date, options and costs to get a lifeguard at our beach year round.				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTER</b>	<b>ASSIGNED TO</b>
<b>Options and costs for live streaming</b>	9/21/2022	5/17/2023		Joyce Barton	Town Clerk
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
3/15/2023	Town Clerk – Spoke with an individual who is familiar with audio/visual equipment and wanted to get a feel for the price range prior to spending time looking into products. Commission decided to send this out for RFP.				
1/18/2023	Town Clerk – Contacted several companies who advised not interested, cannot get the products, or didn't respond. Will start contacting individuals that use audio visual equipment rather than companies.				
11/16/2022	Town Clerk - contacted other municipalities to see how they stream and what they use and also reaching out to private companies. This item ties into the upgrades to the audio system that was approved, but not done yet to make sure the systems are compatible.				
9/21/2022	Added to Action Items				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Evaluate street ends for suitability for kayak and paddleboard launch</b>	4/5/2023	5/17/2023		Wyatt Hoover	
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
4/5/2023	Added to Action Items – Have Town Staff look at and evaluate the remaining street end accesses for suitability to add resources for kayaks and paddleboards				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Parking Stickers</b>	3/15/2023	6/21/2023		Wyatt Hoover	
<b>DATE</b>	<b>DIRECTION/NOTES</b>				

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4/19/2023	Town Manager – When people come in they are being told that the sticker is switching to a yearly sticker; the new sticker will be smaller and have a solid color with the year. Bring a draft of the sticker in June.				
3/15/2023	Added to Action Items – Timing for when residents can start requesting the new sticker, look at alternate vendors for the sticker for higher quality, and how to differentiate the sticker from year to year.				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTOR</b>	<b>ASSIGNED TO</b>
<b>Sixth Ave boat ramp improvements</b>	8/17/2022	6/21/2023		Commissioner Runte	Town Manager/ PW Director
<b>DATE</b>	<b>DIRECTION/NOTES</b>				
3/15/2023	Put on the Town Commission Workshop				
2/15/2023	Tom Davis- met with Bowman Engineering at Sixth Ave boat ramp to get them to draw something up				
1/18/2023	Tom Davis – installed the geogrid and painted the wall, considering installing a kayak rack Commissioner Corey Runte – come up with future vision plans and get concept drawings/proposals to beautify it and address parking				
11/16/2022	Joyce Barton – Spoke about possible grant options Corey Runte – Research funding options Mayor Hoover – Start with fixing the seawall				
9/21/2022	Discussed under new business agenda item D.				
8/17/2022	Research what the exact issue is with parking that prevents the Town from getting grant money				
<b>ITEM</b>	<b>OPENED</b>	<b>DUE DATE</b>	<b>CLOSED</b>	<b>REQUESTER</b>	<b>ASSIGNED TO</b>
<b>S.E.A. PROJECT</b>	2/17/2021	7/19/2023		Mayor Hoover	Town Manager
<b>Date</b>	<b>Directions/Notes</b>				
3/15/2023	Put on the Town Commission Workshop				
1/18/2023	Town Manager – Waiting on the concept drawings from Bowman.				
11/16/2022	TM – Next step is the concept drawings and sidewalks Corey Runte – Get a quote from the Town’s secondary civil engineering company				
9/21/2022	Waiting to hear back from BSE				
7/20/2022	TM – The workshop is scheduled for August 24 <sup>th</sup> at 6:30 pm.				
6/15/2022	Town Manager – Spoke with Neal, 2 proposed dates in August, bring final date next month				

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5/18/2022	Town Manager – additional parking spots are done, planting in Bicentennial Park was done, new poles along Ocean Ave are in the works. The next big-ticket item is underground retention for stormwater Mayor Hoover – FDOT will be doing their portion of A1A fiscal year 2026. Schedule a public workshop in July.
04/20/2022	Town will have a tent during Founders Day to discuss the S.E.A. Vision and get feedback from the residents. Waiting on estimates for new Town signs from Fast Signs. Flowers planted at the very north end of Bi-Centennial. Flowers also planted around Ryckman House. Established 4 more spaces for golf cart parking.
2/16/2022	Town Manager Mascaro has met with the resident volunteer and they are currently working on the plan – she will provide another update again in March. Mayor Hoover suggested researching FDOT funding for Bicentennial Park and making it an entrance to the Town with a more impressive sign.
1/17/2022	Vision statement was approved. An update will be given at February RTCM.
12/15/2021	Update at January RTCM with Dix Height information.
10/20/2021	Discussed during meeting in depth. Update at Nov. RTCM
9/15/21	Currently working on RFP for gardening services and will present it at next RTCM as an agenda item. TM has not been able to make contact with Susan Hall
8/18/2021	Added landscaping of Parks to Action item – and discussed RFP for landscaping services
7/21/2021	Check in with Susan (include VM Barton) and update at August RTCM
6/16/2021	Commission will no longer pursue FDOT grant but will continue research of other funding and grants.
4/21/2021	Commission approved increasing payment. Grant will be awarded in June. Update July RTCM
3/17/2021	VM Barton researched FDOT landscape grant. Commission approved \$5,000 to begin landscape design process with an architectural designer. Discuss at April TCW and April RTCM.
2/17/2021	Explore grants, etc. Discuss at TCW on March 3, 2021
12/2/2020	<i>Mayor Hoover suggested they do the necessary research and reach out to landlords and business owners, starting with the area east of the traffic light on both sides of the road north and south – and then meet again to discuss in February. Plan for workshops with business owners and PNZ involvement</i>
12/16/2020	<i>Commissioner Walters requested the Town research a better microphone system, including the option of wireless microphones. He feels the sound quality of the current microphones is very poor. Dual timers were also requested by the Commission (we have one and need one more).</i>