
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION

NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF A LASERFICHE SOFTWARE UPGRADE**

JOHN BEARROWS, Mayor
ROSE HUÉRAMO, City Clerk

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BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
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City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray Chicago, LLC, City Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

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WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City’s Laserfiche software is need of an upgrade for purposes of stability, security and storage; and

WHEREAS, the City has an annually renewing contract with MCCI, LLC to provide the City’s MCCI LLC, Laserfiche software; and

WHEREAS, MCCI, LLC has provided the City with a quote in the amount of \$65,254.58 for the purchase, installation, and software support for an upgrade to the City’s Laserfiche software, quote attached herein as “Exhibit A”; and

WHEREAS, the City may waive competitive bidding requirements by a two-thirds vote of the City Council pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive the competitive bidding requirements and approve the purchase, installation and software support for an upgrade of the City’s Laserfiche software by MCCI, LLC.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
ROCHELLE, ILLINOIS:**

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and authorize the City Manager and/or his designee to execute all documents memorializing the purchase and installation of the upgraded Laserfiche software from MCCI, LLC in an amount not to exceed \$65,254.58, further described in the attached Exhibit A, subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 22nd day of June 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ADDENDUM NO. 2 AND ADDENDUM NO. 3 TO MASTER SERVICES AGREEMENT NO. 23415

Pursuant to Master Services Agreement No. 23415 ("**Agreement**"):

Addendum No. 2 and Addendum No. 3, are 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 the Addendums, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 2 and Addendum No. 3 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF ROCHELLE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 23415

LASERFICHE PLATFORM UPGRADE ORDER

PRICING: LASERFICHE



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

Bill /Ship to: Rose Hueramo
rhueramo@rochelleil.us
cc AP Contact: rhueramo@rochelleil.us
Cloud Admin: Rose Hueramo
rhueramo@rochelleil.us

Client Name: City of Rochelle
Client Address: 420 North 6th Street, Rochelle, IL 61068
Quote Number: 29955
Order Type: Platform Change

Quote Date: January 10, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC			
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$3,100.00</i>
MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
<input checked="" type="checkbox"/> MCCI Process Administration Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$3,780.00	\$3,780.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCI SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$4,830.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$7,930.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK			
<input checked="" type="checkbox"/> Laserfiche Cloud Migration and Utility Service Request Forms Process <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$59,062.50	\$59,062.50
Professional Services Subtotal			\$59,062.50
GRAND TOTAL - ONE-TIME SERVICES			\$59,062.50

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

<input checked="" type="checkbox"/> Laserfiche Avante Server for SQL Express with Workflow	-1		
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Snapshot and Email	-4		
<input checked="" type="checkbox"/> Laserfiche Avante Forms Professional	-4		
<input checked="" type="checkbox"/> Laserfiche Avante Forms Portal	-1		
<input checked="" type="checkbox"/> Laserfiche Avante ScanConnect (Legacy)	-2		
<input checked="" type="checkbox"/> Laserfiche Software Support Credit Proration	1		
<input checked="" type="checkbox"/> Existing Laserfiche Software Support Credit Total			N/A

EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT

<input checked="" type="checkbox"/> Managed Support Services, Level 2	-1		
<input checked="" type="checkbox"/> Training Center for Laserfiche (1-4 Users) On-Premise	-1		
<input checked="" type="checkbox"/> MCCi Supplemental Support/Subscription Services Credit Proration	1		
Existing MCCi Supplemental Support/Subscription Credit Total			(\$1,737.92)

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	(\$1,737.92)
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TOTAL LASERFICHE PROJECT COST	\$65,254.58
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**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

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

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

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

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

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.

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's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) 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. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

Description	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
	MMSS	MPASS	MPASS2
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 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. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, if 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 configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

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

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

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 MMSS, 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.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires 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. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

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.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is 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 can 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. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. 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.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 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.

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*

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)

**Full SLA document is available upon request*

[remainder of page left intentionally blank]

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 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) as 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 damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

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
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

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

DATA RESTORATION SERVICES

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.



Exhibit A: Statement of Work

City of Rochelle

LF Cloud Migration and Utility Service Request Forms Process

Issued: January 10, 2024
Valid for 30 days



STATEMENT OF WORK (“SOW”)

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

BACKGROUND

The City of Rochelle has engaged MCCi to assist with a migration of their current Laserfiche 9.2 environment to Laserfiche Cloud. The current environment is utilizing Records Management, Laserfiche Workflow, and Laserfiche Forms and has a public-facing Forms Portal. There are several active forms processes that they will not be transitioning over to the cloud, but will rather be creating new forms processes in the cloud. As part of this engagement, the client wishes to implement a public-facing Utility Service Request forms process in the client's new cloud environment.

A high-level flow diagram has been created to outline the overall process flow. Please refer to **Appendix A** for additional information regarding process flow. The overall process flow is as follows:

1. User completes form and attaches supporting documentation
2. User submits completed form
3. Form routed to appropriate parties for review/approval (up to 2 levels of approval)
4. If fully approved, notify submitter
5. File approved document to Laserfiche repository
6. If denied, notify submitter and cancel process

The client desires to use a train-the-trainer approach to building out other forms processes and MCCi will be training a group of users for this purpose as part of this engagement.

City of Rochelle's existing environment has 252 Volumes totaling 138GB in size that will be migrated to the new cloud environment.

PROJECT OBJECTIVES

- Project Kickoff and Staging
- Discovery/Requirements Gathering
 - MCCi will perform requirements gathering/refinement to define all details necessary to build out solution
- Laserfiche Cloud Activation/Configuration
 - User Account Setup
- Migration of existing content to new Laserfiche Cloud environment
 - Migration/Registration of existing repository
- Build out of Utility Service Request Forms Process

- MCCi will configure one (1) business process, including necessary workflows to support the process described in **Appendix A**. The low-level implementation design will be determined during requirements gathering.
- Alpha Testing/User Acceptance Testing
- MCCi will perform functional testing to ensure all components of the solution work as designed.
- User Training
- Solution Acceptance and Project Closeout
- Post-Engagement Assistance

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCI SINGLE POINT OF CONTACT
LF Cloud Migration and Utility Service Request Forms Process	TBD	Jenice Owens

MCCI SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Angela Ellis	Solutions Architect	aellis@mccinnovations.com	(850) 701-0725

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Rose Huéramo	City Clerk, FOIA Officer	rhueramo@rochelleil.us	(815) 562-6161

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Rose Huéramo	City Clerk, FOIA Officer	rhueramo@rochelleil.us	(815) 562-6161

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
1: Project Kickoff and Staging	<p>Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p>Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.</p> <p>Creation of Asana Project: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through Asana and provide access to Client's project team.</p>
2: Business Process Requirements Gathering	<p>MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone #4</p>
3: Self-Hosted Data Migration to Laserfiche Cloud	<p>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.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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 <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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 <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ 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) <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ 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.

<p>4: Records Management Configuration for Laserfiche Cloud</p>	<p>MCCi will configure Records Management in Client's repository within Laserfiche Cloud 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.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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 <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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 ▪ Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Provide training on administering and executing the processes built by the MCCi project team 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 <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Client owns Laserfiche Cloud Records Management Edition.
<p>5: Creation of Utility Service Request Business Process in Laserfiche Forms</p>	<p>MCCi Systems Engineer will create, test and deploy the below described Utility Service Request Forms Process in Laserfiche Cloud</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide a Laserfiche service account with administrative access in Laserfiche Cloud for configuration of business process ▪ Provide unattended access to Laserfiche environment ▪ Provide latest Utility Service Application form pdf template for reference

	<ul style="list-style-type: none"> ▪ Provide subject matter experts (SMEs) as needed regarding the process to be delivered ▪ Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths and metadata <p>MCCi DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Requirements gathering and process discovery for existing Utility Service Applications process as needed ▪ Build out and configure one (1) public-facing business process for Utility Service Applications in Laserfiche Cloud using Laserfiche Forms. The application will be accessible by the public to complete and submit Utility Service Requests, along with supporting documentation. Process will encompass submission, routing for approval, and storage of Utility Service Requests along with associated attachments and artifacts collected by the form in the Laserfiche repository. Submissions rejected at approval stage will result in a notification to process participants and form submitter with the denial reason. Following the notification of either approval or denial, the process will end. See Appendix A for further information ▪ Creation of up to one (1) Laserfiche Template for the Utility Service Application, Fields TBD ▪ Configuration of business process will include up to two (2) levels of approvals ▪ Configuration of OneSpan Sign signature collection for form ▪ Creation of up to one (1) Records Series for submissions ▪ Alpha Testing ▪ Solution training <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ No database lookups will be configured as part of the business process ▪ Creation of records management filing workflow for submitted forms <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Client has active subscription to Laserfiche Public Portal for Laserfiche Cloud ▪ Client has active subscription to Laserfiche Cloud with Laserfiche Forms ▪ Client has active subscription to OneSpan Sign with signatures available ▪ Forms process is being delivered on a public-facing instance of Laserfiche Forms for Laserfiche Cloud ▪ Each submission will have up to two (2) levels of approvals ▪ The forms process will consist of up to two (2) forms; one (1) for submission; one (1) for internal use
<p>6: OneSpan Deployment with Advanced Laserfiche Integration Package</p>	<p>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.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide Laserfiche Cloud account credentials (Client ID, user name, password) ▪ Provide OneSpan Sign account credentials ▪ Provision email address to be used by OneSpan process for signature remittance ▪ Provide server or machine to be used as remote agent for integration ▪ Provide pre-created Utility Service Request Form, ready for the signing process

	<ul style="list-style-type: none"> ▪ 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 <p>MCCI DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Assist Client with deployment of OneSpan Sign using the OneSpan-Laserfiche Cloud integration for one (1) signing process. Client can choose to have signing transactions: <ul style="list-style-type: none"> ▪ Automatically send using the workflow activities included in the integration, or ▪ Send signing transaction ad hoc using the Laserfiche Cloud integration ▪ 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 for Laserfiche Cloud ▪ Design, build, and deploy Signing Process using Laserfiche Cloud Process Automation or Laserfiche Workflow to send Utility Service Requests 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 <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ Creating and/or providing process to build or create documents to be signed ▪ Integrating OneSpan with Laserfiche Workflow ▪ Design, build, configuration of any other forms signing process outside of Utility Service Requests as described in Milestone #4 <p>ASSUMPTIONS</p> <ul style="list-style-type: none"> ▪ Client has active subscription to OneSpan Sign with signatures available ▪ Utility Service Request Forms process is the process for which the signatures will be configured
<p>7: Laserfiche User Training - Basic (Remote)</p>	<p>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. 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. This type of training is great for Onboarding a Single Department or for New Users to Laserfiche.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Have a license available for each attendee participating in the training ▪ Provide the requisite IT resources <p>MCCI DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide Basic Laserfiche User training ▪ Provide training for up to six (6) users per session ▪ One (1) session remote (3 hours total) <p>Topics to include:</p>

	<ul style="list-style-type: none"> ▪ Import Options ▪ Laserfiche Scanning ▪ Search and Retrieval ▪ Metadata Reports ▪ Dashboard (Laserfiche Cloud only) ▪ Export Options ▪ Annotation Tools ▪ Templates & Fields ▪ OCR and Generating Text <p>EXCLUSIONS ASSUMPTIONS</p>
<p>8: Process Automation Designer Training on Laserfiche Forms - Level 2 (Remote)</p>	<p>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.</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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. <p>MCCI DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provide Level 2 Process Automation training ▪ Provide training for up to (six) 6 users per session ▪ Provide four (4) sessions remote (12 hours total) <p>In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.</p> <p>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.</p> <p>Training Includes:</p> <ul style="list-style-type: none"> ▪ Product Training on Laserfiche Forms ▪ Exercises Designed to Learn Tools and Explore Features ▪ Instructor-Led Sessions ▪ Coaching on a Process Design, 1 session remote (2 hours total) <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ CSS and JavaScript are outside of the scope of the training <p>ASSUMPTIONS</p>
<p>9: Laserfiche Records Management Module</p>	<p>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. This training is intended to</p>

<p>Training - Level 2 (Remote)</p>	<p>analyze the use of records management in more detail, focusing on your specific organizational needs.</p> <p>RECORDS MANAGEMENT TRAINING</p> <ul style="list-style-type: none"> ▪ Records Lifecycle ▪ Records Series ▪ Cutoffs ▪ Holds ▪ Disposition ▪ Records Folders ▪ Security Tags ▪ Records Eligibility ▪ Permanent Records ▪ Document Links ▪ Vital Records <p>ADMINISTERING RECORDS MANAGEMENT</p> <ul style="list-style-type: none"> ▪ Cycle Definitions Setup ▪ Retention Schedules Setup ▪ Locations Setup ▪ Cutoff Instructions Setup <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> ▪ 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. ▪ Client access points (laptop, desktop application, etc.) ▪ Provide the requisite IT system access. <p>MCCI DELIVERABLES</p> <ul style="list-style-type: none"> ▪ Provides two (2) full day sessions or four (4) half day sessions for a total of twelve (12) hours of training. ▪ Provide Records Management training according to the level of package purchased. ▪ Provide training for up to six (6) users per session. <p>ASSUMPTION</p> <ul style="list-style-type: none"> ▪ Onsite training will be scheduled in full day sessions where applicable. Scheduling exceptions can be discussed with your trainer. <p>EXCLUSIONS</p> <ul style="list-style-type: none"> ▪ MCCI is not responsible for customizing training materials for the client.
<p>10: Solution Acceptance and Project Closeout</p>	<p>Client will go fully live with the migrated documents and Utility Service Request Forms process in Laserfiche Cloud</p>

EXCLUDED

GENERAL

- MCCI is not responsible for assigning an external URL for any web-based platform/software module.
- MCCI is not responsible for creating or maintaining a backup and 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's team 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.
- MCCI is not responsible for anything not expressly included in this SOW.

DATA MIGRATION

- MCCI is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats, or other errors that are not controllable by MCCI.
- Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this SOW.
- MCCI is not responsible for maintaining a copy of the original data, or a copy of the converted data.
- OCR is not included. Client will be able to OCR the records internally once the migration process is complete.
- Documents from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this SOW. Files that are encrypted will not be migrated.

SOW 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 the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

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.

GENERAL

- Client agrees that the work schedule 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 SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a 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 shall provide MCCi accurate data throughout the requirements gathering process.
- 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 Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. 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 for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Unattended access requires the following: (i) Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi. (ii) Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET. (iii) A Windows Domain account assigned exclusively to the assigned MCCi Project Team that has administrative access to all infrastructure being serviced for purposes of the project. (iv) A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products. Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.
- 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.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (iii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

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.

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.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

DATA MIGRATION

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.
- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- Client will provide necessary hardware to store/process migration data.

- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.
- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.
- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEMS ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone	Invoice Amount
Kick Off & Achievement of Milestones 1, 2, & 3	\$8,550.00
Achievement of Milestone 4	\$10,575.00
Achievement of Milestone 5	\$17,550.00
Achievement of Milestones 6 & 7	\$10,575.00
Project Close & Achievement of Milestones 8, 9, & 10 - Final Acceptance	\$11,812.50
Total:	\$59,062.50

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a prorated share of the uncompleted milestone(s) for services actually performed through the date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same.

It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

APPENDIX A

ITEM #1 – UTILITY SERVICE REQUEST FORM

Blank form attached

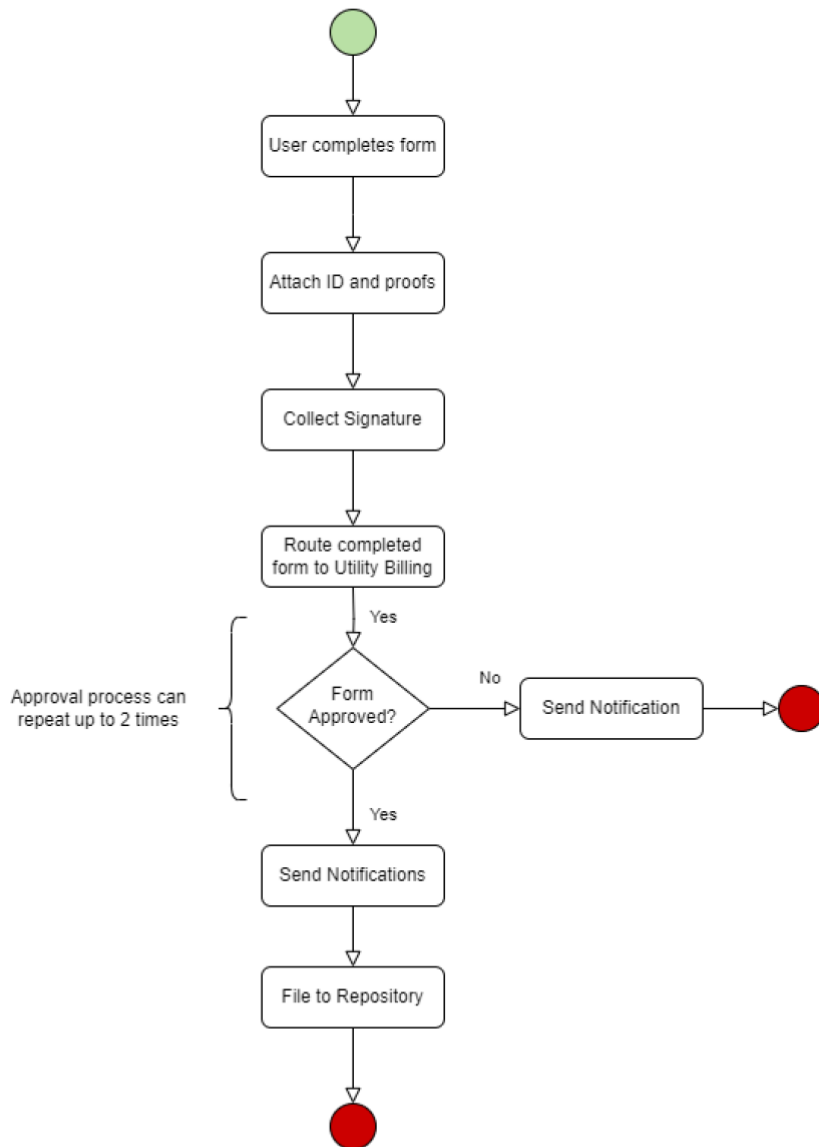
ITEM #2 – UTILITY SERVICE REQUEST PROCESS FLOW

High level flow of Utility Service Request Process

As of 11/10/2023

Utility Service Request Process

City of Rochelle



ADDENDUM NO. 3 TO MASTER SERVICES AGREEMENT NO. 23415

INITIAL ONESPAN ORDER

PRICING: ONESPAN



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

Bill /Ship to: Rose Hueramo
rhueramo@rochelleil.us
cc AP Contact: rhueramo@rochelleil.us

Client Name: City of Rochelle
Quote Number: 29582
Quote Type: Net New

Quote Date: January 10, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
THIRD-PARTY ANNUAL SUBSCRIPTION			
<input checked="" type="checkbox"/> OneSpan Sign Transactions, Per Year (1,000-4,999 Tier)	1000	\$3.01	\$3,010.00
<i>Third-Party Annual Recurring Subscription Subtotal</i>			<i>\$3,010.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION ***\$3,010.00***

TOTAL ONESPAN PROJECT COST ***\$3,010.00***

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
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

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

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription▪ Annual Renewal: 75 days in advance of expiration date

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 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 damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

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ONESPAN ASSUMPTIONS

To determine which licenses are applicable, please refer to the [Pricing](#) section. Client's specific implementation may not include all features below.

TRANSACTIONS

One (1) transaction can include up to 10 documents. Additional documents will result in an additional transaction. If a client exceeds their subscribed transaction total, Client will be charged at the same rate for the additional transactions.

ALIGNMENT WITH RENEWAL

If Client desires for the OneSpan subscription to align with an existing MCCi renewal, a minimum of 12 months support is required. For example, if Client's renewal date is three (3) months away, 15 months support will be billed. The OneSpan renewal will be invoiced separately from other solution renewals.

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CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No._____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE OF A LASERFICHE SOFTWARE UPGRADE” which was adopted by the Mayor and City Council of the City of Rochelle on January 22, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 22nd day of January 2024.

CITY CLERK