

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20058**

**INITIAL GOVBUILT COMMUNITY DEVELOPMENT PLATFORM ORDER**

Pursuant to Master Services Agreement No. 20058 ("**Agreement**"):

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

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

**MCCi, LLC**

**CITY OF KEY WEST ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*RR*

# PRICING: GOVBUILT



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

**Bill /Ship to:** Raj Ramsingh  
[raj.ramsingh@cityofkeywest-fl.gov](mailto:raj.ramsingh@cityofkeywest-fl.gov)  
**cc AP Contact:** [raj.ramsingh@cityofkeywest-fl.gov](mailto:raj.ramsingh@cityofkeywest-fl.gov)

**Client Name:** City of Key West  
**Client Address:** PO Box 1409  
 Key West, FL 33041  
**Quote Number:** 33873  
**Quote Type:** New GovBuilt System

**Quote Date:** November 06, 2024  
**Subscription Period Start Date:**  
 Date of Contract Execution  
**Subscription Period End Date:**  
 12 Months from Contract Execution Date

<b>Product Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>OMNIA Discount</b>	<b>OMNIA 01-162 Price</b>	<b>Total</b>
<b>GOVBUILT ANNUAL RECURRING SERVICES</b>					
<input checked="" type="checkbox"/> GovBuilt Solution, Enterprise License • Additional 200 GB Storage • Integrations for • OneSolution • CSG Forte Payments Services • ESRI ArcGIS • Microsoft 365 • Microsoft Power BI	1	\$90,000.00	5%	\$85,500.00	\$85,500.00
<b>GovBuilt Annual Recurring Subscription Subtotal</b>					<b>\$85,500.00</b>
<b>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</b>					
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for GovBuilt (GPASS) <i>Client needs are estimated based on the current components provided herein: up to 30 hours that will expire at the end of your renewal term.</i>	1	\$5,670.00	N/A	N/A	\$5,670.00
<b>Annual Recurring Supplemental Support Subtotal</b>					<b>\$5,670.00</b>
<b>SUBTOTAL - GOVBUILT RECURRING ANNUAL SUBSCRIPTION</b>					<b>\$91,170.00</b>

<b>Service Description:</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>OMNIA Discount</b>	<b>OMNIA 01-162 Price</b>	<b>Total</b>
<b>MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK</b>					
<input checked="" type="checkbox"/> GovBuilt Community Development Platform Implementation with Data Migration <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$372,405.00	10%	\$335,164.50	\$335,164.50

- One-time Discount - GovBuilt Platform Services** 1 (\$77,882.00)  
*Discount is based on this quote and if the quote changes the discount amount is subject to change.*

<b>SUBTOTAL - ONE-TIME SERVICES</b>	<b>\$257,282.50</b>
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<b>TOTAL GOVBUILT PROJECT COSTS</b>	<b>\$348,452.50</b>
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***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 systematically renew unless written notice of termination has been provided per the master agreement. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier.

### **SALES TAX**

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

### **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/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	Upon Receipt of Order

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/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	<ul style="list-style-type: none"><li>▪ <b>Initial Sale:</b> Upon Receipt of Order</li><li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date</li></ul>
<b>Professional Services: Statement of Work</b>	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 for GovBuilt Community Development (GMSS) or Process Administration Support Services (GPASS) 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. GMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. GPASS pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

### GOVBUILT - COMMUNITY DEVELOPMENT

	MCCi's Standard Support Services	MCCi's Managed Support Services	MCCi's Process Administration Support Services
Description	Basic	GMSS	GPASS
Easy access to MCCi's team of 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.	■	■	■
GovBuilt Help Site Access	■	■	■
Additional Remote Basic Training (Function & How to on New Releases)		■	■
Additional Advanced User/Admin Training		■	■
Assistance with New Form Creation		■	■
Assistance with Currently Configured Processes*		■	■
Common Workflow Setup/Modification		■	■
Assistance with Portal Modules		■	■
Assistance Maintaining Downloadable Documents		■	■
Creating New Process Configurations**			■
Administration Configuration Services			■
Maintain/Modify Complex Workflow and Forms			■
Dedicated Professional			■
Proactive recurring consultation calls upon the Client's request			■
Annual Review of system configurations, upon Client's request			■
Institutional Knowledge of Client's Solution			■

\*May include assistance in modifying previously configured Forms, Form Letters, Licenses, Permit Types, and Case Types. Excludes custom coding/software development.

\*\*May include creation of new Forms, Workflows, Case Types, and License Types. Excludes custom coding/software development.

## SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

**Common Workflows/Forms:** 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 Workflows/Forms:** A large business process with an extensive configuration that is mission-critical to the organization. A business process requiring multiple steps, large fee calculations, and/or custom workflow setup. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process. Examples: Alcohol/liquor licenses, new commercial building permits, special event permits, and merchant peddler licenses.

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

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.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

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

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

## **CLIENT SOLUTION CUSTOMIZATIONS**

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

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

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

## **FEES**

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

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

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

## **WARRANTY**

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

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure



any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

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

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

*[remainder of page intentionally left blank]*

# GOVBUILT ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR GOVBUILT (THE "SOLUTION"). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

## WARRANTIES & DISCLAIMERS

MCCi DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

**MCCi Warranties.** MCCi warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-GovBuilt software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) MCCi will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to MCCi's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. MCCi shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without MCCi's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by MCCi.

**Client Warranties.** Client warrants that MCCi's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for MCCi to access or use third-party products provided by Client and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.

## ACCEPTABLE USE

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Cloud is subject to the Microsoft terms and conditions surrounding the same. MCCi's obligations and liability and Client's rights are limited by the same. Further, MCCi neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## INFORMATION & PRIVACY

By using the Solution, Client will be providing MCCi with information. Client retains full ownership of its information, and MCCi does not assert ownership. These Assumptions, Terms & Conditions do not grant MCCi any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

MCCi may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to MCCi to use and process such information solely to the extent necessary to fulfill MCCi's obligations. This license also extends to trusted third parties MCCi works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

## **INFORMATION SHARING AND DISCLOSURE**

MCCi may use certain trusted third-party companies and individuals to help MCCi provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features).

The parties acknowledge that in the course of the relationship between Client and MCCi, 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 of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All MCCi personnel assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party (the "Disclosing Party"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions 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 the Order for a period of three (3) years thereafter.

## **INTELLECTUAL PROPERTY**

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title, or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to the Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and MCCi, Client retains all rights to Client data and information.

## ACCOUNT SECURITY

Client is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Client is responsible for any activity using its account, whether or not it authorized that activity. Client will immediately notify MCCi of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

## DATA RETENTION & ACCESS

MCCi will retain Client's information for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that MCCi no longer use Client's information to provide the Solution, Client may request that MCCi delete its account. MCCi may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, MCCi will try to delete Client's information quickly upon request. Please note, however, that there might be latency in deleting information from MCCi servers and backed-up versions might exist after deletion. In addition, MCCi does not delete Client information from its server's files that Client has in common with other users. Client understands and agrees that once the Client instance of the Solution is decommissioned, MCCi may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. MCCi may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

## LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, MCCi grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by MCCi.

## NON-GOVBUILT APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. MCCi does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. An example would be a third-party payment processor. Client is solely responsible for its use of any such websites or resources.

### **Acquisition of Non-GovBuilt Products and Services**

MCCi or third parties may from time to time make available to Client third-party products or services, including but not limited to non-GovBuilt applications and implementation, customization, and other consulting services. MCCi does not warrant or support products or services not created or produced by MCCi, except as specified in the Order and/or applicable addenda. If Client desires such warranties, it should seek those from the applicable third-party.

### **Non-GovBuilt Applications and Client Information**

If Client installs or enables non-GovBuilt applications for use with the Solution, Client acknowledges that MCCi may allow providers of those non-GovBuilt applications to access Client information as required for the interoperation of such non-GovBuilt applications with the Solution. MCCi shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-GovBuilt application and/or providers. The Solution may allow Client to restrict such access by restricting users from installing or enabling such non-GovBuilt applications for use with the Solution. MCCi is not responsible for, and Client agrees to hold MCCi harmless from any

third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-GovBuilt applications or access to Client information by non-GovBuilt application and/or providers.

**Integration with Non-GovBuilt Services**

The Solution may contain features designed to interoperate with non-GovBuilt applications (e.g., Laserfiche, e-PlanSoft, payment processing applications, etc.). To use such features, Client may be required to obtain access to such non-GovBuilt applications from their providers. If the provider of any such non-GovBuilt application ceases to make the non-GovBuilt application available for interoperation with the corresponding Solution features on reasonable terms, MCCi may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-GovBuilt application provides for a refund of such fees.



# Exhibit A: Statement of Work

**City of Key West**

GovBuilt Community Development Platform Implementation with Data Migration

Issued: November 6, 2024

*Valid for 30 days*



## STATEMENT OF WORK (“SOW”)

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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

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Client is seeking a provider to implement a Community Development Platform such as GovBuilt in their organization. The GovBuilt solution will encompass multiple forms for permits, code enforcement, licensing, and Planning/Zoning, as well as workflows in GovBuilt for each. The solution will also incorporate integrations with ESRI ArcGIS, a daily financial export report for OneSolution, payment provider integration with CSG Forte payment solution, and Office 365.

As part of the implementation of GovBuilt, data will be migrated from Client’s existing TRAKiT system to GovBuilt. The migration from TRAKiT will be for up to 200,000 case records and up to 200,000 files plus and additional 23GB of case records and 10,000 additional files.

Training will be conducted using a hybrid model of onsite and remote sessions as part of this engagement.

Implementation of this solution will allow Client to streamline their community development services and centralize management of the records associated with them.

## PROJECT OBJECTIVES

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- Project Kickoff and Staging
- Discovery/Requirements Gathering
- Development of GovBuilt Platform
- Integrations Configurations
- Data Migration
- Alpha Testing/User Acceptance Testing
- User Training
- Solution Acceptance, Go-Live, and Project Closeout
- Post-Engagement Assistance

*[remainder of page left intentionally blank]*

# PROJECT STAKEHOLDERS

## GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
GovBuilt Community Development Platform Implementation and Data Migration	TBD	Rob Carl

## MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Angela Ellis	Solutions Architect	<a href="mailto:aellis@mccinnovations.com">aellis@mccinnovations.com</a>	(850) 701-0725

## CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Raj Ramsingh	Chief Building Official	<a href="mailto:raj.ramsingh@cityofkeywest-fl.gov">raj.ramsingh@cityofkeywest-fl.gov</a>	(305) 809-3943
Jim Young	Code Compliance Director	<a href="mailto:jyoung@cityofkeywest-fl.gov">jyoung@cityofkeywest-fl.gov</a>	(305) 809-3737
Amanda Brady	Licensing	<a href="mailto:abrady@cityofkeywest-fl.gov">abrady@cityofkeywest-fl.gov</a>	(305) 809-3971

## CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Raj Ramsingh	Chief Building Official	<a href="mailto:raj.ramsingh@cityofkeywest-fl.gov">raj.ramsingh@cityofkeywest-fl.gov</a>	(305) 809-3943
Jim Young	Code Compliance Director	<a href="mailto:jyoung@cityofkeywest-fl.gov">jyoung@cityofkeywest-fl.gov</a>	(305) 809-3737
Amanda Brady	Licensing	<a href="mailto:abrady@cityofkeywest-fl.gov">abrady@cityofkeywest-fl.gov</a>	(305) 809-3971

*[remainder of page left intentionally blank]*



# MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
<p><b>1: Project Kickoff and Staging</b></p>	<p><b>Project Kickoff:</b> MCCi team will coordinate and conduct a meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p><b>Remote Access Set Up for MCCi Project Team:</b> Client IT contact will work with MCCi Project Manager to plan for the appropriate remote server access needed for the project and according to Client’s internal security protocols.</p> <p><b>Creation of Miro Project Board:</b> MCCi Project Manager will create and manage a project communication board in Miro for the duration of this engagement. Miro board will contain project status reports and project artifacts. Client project sponsor(s) and key stakeholders will be provided access to the Miro project board as it will serve as a centralized communication point for this effort. MCCi project manager will work with Client team to establish [weekly/bi-weekly] status meetings.</p>
<p><b>2: Project Discovery and Requirements Gathering for GovBuilt Platform</b></p>	<p>MCCi will complete remote requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide data model for each form</li> <li>▪ Provide existing workflow documentation (if available)</li> <li>▪ Provide access and/or screenshots for case types</li> <li>▪ Provide template letters</li> <li>▪ Provide Subject Matter Experts as required to discuss end to end processes for form types and subtypes</li> <li>▪ Provide Subject Matter Expert to define layers to be configured for ESRI Integration</li> <li>▪ Existing site hosting information</li> <li>▪ Define User Permissions</li> <li>▪ Define Rates and/or Fee Schedule(s)</li> <li>▪ Sign-off on design specifications and requirement definitions</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Twelve [12] days remote Content Consulting</li> <li>▪ Citizen Portal Design               <ul style="list-style-type: none"> <li>○ Build page wireframe(s)</li> <li>○ Define security parameters (user access)</li> <li>○ Define data integration(s)</li> <li>○ Define system integrations(s)</li> </ul> </li> <li>▪ Landing Page Design</li> <li>▪ Up to one hundred fifty-six [156] Business Processes Requirements Gathering</li> <li>▪ Up to one hundred fifty-six [156] Form Design Mock-ups</li> <li>▪ Up to one hundred fifty-six [156] Workflow Diagram(s) Mock-ups</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not perform any updates and/or modifications to the existing Client website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide content and artwork to be used for the Citizen Portal</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Any modification requests or deliverable changes not defined in this milestone will require a change order</li> </ul>
<p><b>3. Development of GovBuilt Platform: Forms and Workflow</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ Development of up to one-hundred twenty-one [121] Forms for core types and subtypes combined <ul style="list-style-type: none"> <li>○ Up to [54] Permits (including types and subtypes)</li> <li>○ Up to forty-six [46] Code Enforcement</li> <li>○ Up to twenty-one [21] Licenses</li> </ul> </li> <li>▪ Development of up to one hundred twenty-one [121] Workflows <ul style="list-style-type: none"> <li>○ Up to fifty-four [54] Permits (including types and subtypes)</li> <li>○ Up to forty-six [46] Code Enforcement</li> <li>○ Up to twenty-one [21] Licenses</li> </ul> </li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>
<p><b>4. Development of GovBuilt Platform: Form Letters</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ Development of up to two-hundred forty-two [242] form letters (up to two [2] per form)</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>
<p><b>5. Development of GovBuilt for Planning/Zoning: Forms and Workflows</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ Development of up to thirty-five [35] Forms for core types and subtypes combined for Planning/Zoning (see <b>Appendix A</b>)</li> <li>▪ Development of up to thirty-five [35] Workflows</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>
<p><b>6. Development of GovBuilt for Planning/Zoning: Form Letters</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ Development of up to seventy [70] form letters (up to two [2] per form)</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>

<p><b>7. Development of GovBuilt Platform: Reports</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ Up to twenty [20] Standard Reports</li> <li>▪ Development of one [1] Custom CSV Reports <ul style="list-style-type: none"> <li>○ Daily CSV Payment batch export for consumption by OneSolution</li> </ul> </li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>
<p><b>8. Development of GovBuilt Platform: System Integrations</b></p>	<p><b>Milestone Description:</b> The development of solution defined per milestone #2.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Assist with development of Test Stories.</li> <li>▪ Provide sample data.</li> <li>▪ SME for sprint reviews during development lifecycle.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Buildout Citizen Portal per Client Specifications defined in Milestone #2.</li> <li>▪ System Integrations for <ul style="list-style-type: none"> <li>○ ESRI ArcGIS (up to five [5] layers)</li> <li>○ CSG Forte Payments</li> <li>○ Office 365</li> </ul> </li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi will not build any features or functions not defined in the agreed upon requirements definition documentation completed in Milestone #2.</li> <li>▪ MCCi will not perform any modifications to client existing website.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client will provide access to an SME to have regularly scheduled reviews throughout the development lifecycle.</li> <li>▪ MCCi will provide the subdomain for the Citizen Portal. (Ex.&lt;govbuiltportalnamehere&gt;.cityofkeywest-fl.gov)</li> <li>▪ MCCi will provide unlimited site revisions, within scope of original requirements. Any modification requests or deliverable changes not defined in during Milestone #2, will require a change order.</li> </ul>

<p><b>9. Data Migration – Platform</b></p>	<p><b>Milestone Description:</b> MCCi will migrate data from the existing platform into GovBuilt.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide documents and data to be migrated</li> <li>▪ SME / Client DBA data review session(s)</li> <li>▪ Provide sample data</li> <li>▪ Provide initial data set from source database</li> <li>▪ Approve sample data mapping per migrated record type</li> <li>▪ Validate initial data load and provide feedback within two (2) weeks (ten (10) business days)</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Sample of data mapping of imported records for each type</li> <li>▪ Migration from TRAKiT of up to 200,000 existing records and 200,000 files</li> <li>▪ Additional migration from TRAKiT of up to 23GB of case records and up to 10,000 files for Planning/Zoning</li> <li>▪ Perform upload of documents and/or case data for forms as defined in Milestone #2</li> <li>▪ Perform upload of documents and/or case data for workflows as defined in Milestone #2</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ Client data, unless otherwise stated in this section, will not be altered by MCCi</li> <li>▪ Migration of data in excess of the limitations described above</li> <li>▪ Changes to TRAKiT after successful validation of migrated data</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Any data format provided for migration outside of the approved data sample will require a change order</li> <li>▪ Import of data will be from the trakit_prod, trakit_geo, and trakit_reports database sources. Additional or unapproved source data will require a change order.</li> <li>▪ Data submitted for migration is in the final state, ready to be migrated</li> <li>▪ Initial migration effort assumes a maximum of 200,000 records and 200,000 files</li> <li>▪ Additional migration effort assumes a maximum of 23GB of case records and 10,000 files</li> </ul>
<p><b>10: Alpha Testing/User Acceptance Testing</b></p>	<p>MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks including weekends (14 days) to complete UAT.</p>
<p><b>11: User Training</b></p>	<p>MCCi will perform ten [10] days of HYBRID 6-hour basic training courses, divided over twenty [20] 3-hour sessions, and as detailed below. The basic training is capped at [8] Client team members per course.</p> <ul style="list-style-type: none"> <li>▪ Four [4] days ONSITE training (Eight [8] 3-hour sessions)</li> <li>▪ Six [6] days REMOTE training (Twelve [12] 3-hour sessions)</li> </ul> <p>Recordings of the training sessions will be provided to Client upon completion.</p>

<b>12: Post-Implementation Configuration Assistance</b>	MCCi Project Team will continue to be available for 10-days [Not to Exceed twenty [20] hours] after System Handoff and Client Go-Live for questions and in-scope corrections or adjustments prior to Project Closeout.
<b>13: Solution Acceptance, Go-Live and Project Closeout</b>	Client will go fully live with the solution. A typical go-live in software development involves deploying the final version of the software to a production environment once received approval from client, where it becomes fully operational for end-users. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

## EXCLUDED

### GENERAL

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- 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.

# 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 for end users is in place, which includes a machine that supports a modern browser. We recommend Chrome, Edge, Firefox or Safari.
- 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.
- 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 MCCi will not need to access any Client system. Any requirement for MCCi personnel to access Client system will require a change order.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## 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 for your local machines.
- 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.

*[remainder of page left intentionally blank]*

## **ROLES & RESPONSIBILITIES**

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### **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.

### **DEVELOPER**

Responsible for the design, development, coding, testing, and debugging of applications, as well as the migration of content to GovBuilt platform.

*[remainder of page left intentionally blank]*

# 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.

<b>Upon Client Acceptance of the Following Deliverables and/or Completion of the Milestone</b>	<b>Invoice Amount</b>
<b>Kick Off &amp; Achievement of Milestones 1 &amp; 2</b>	\$22,500.00
<b>Achievement of Milestones 3 &amp; 5</b>	\$76,047.00
<b>Achievement of Milestones 4, 6, 7 &amp; 8</b>	\$42,034.00
<b>Achievement of Milestone 9</b>	\$60,719.00
<b>Achievement of Milestones 10 &amp; 11</b>	\$47,837.50
<b>Project Close - Achievement of Milestones 12 &amp; 13 Final Acceptance</b>	\$8,145.00
<b>Total:</b>	<b>\$257,282.50</b>

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective 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 – LIST OF PLANNING/ZONING FORMS PROVIDED BY CLIENT















































### Forms for Planning/Zoning

- a. Administrative Variance
- b. Alcohol Sales Special Exception
- c. Appeal to City Commission and Board of Adjustment
- d. Beneficial Use Determination
- e. Buildback Letter
- f. Building Permit Allocation System
- g. Change of Nonconforming Use
- h. Condition Use Permit
- i. Development Agreement
- j. Future Land Use Map Amendment
- k. HARC Commission Project
- l. HARC Relocation
- m. HARC Verification Letter
- n. Height Variance
- o. Landscape Plan
- p. Lawful Unit Determination
- q. Local Historic District Listing
- r. Major Development Plan
- s. Minor Development Plan
- t. Minor Development Plan w/Conditional Use
- u. National Register Listing
- v. Outdoor Merchandise Conference
- w. Revocable License
- x. Sidewalk Café
- y. Subdivision
- z. Text Amendment
- aa. Variance
- bb. Tree
- cc. Petition for Vacation of City Property
- dd. Utility Fees








































## ITEM #2 – DATABASE TABLES

### Database Tables

#### PLANNING

- ⊕   dbo.PROJECT\_BOND\_LETTERS
- ⊕   dbo.Project\_Bonds\_old
- ⊕   dbo.Project\_Bonds\_People\_old
- ⊕   dbo.Project\_Bonds\_UDF
- ⊕   dbo.Project\_Conditions
- ⊕   dbo.Project\_Conditions2\_old
- ⊕   dbo.Project\_Conditions2\_UDF
- ⊕   dbo.PROJECT\_FEES\_AUDIT
- ⊕   dbo.Project\_Fees\_old
- ⊕   dbo.PROJECT\_INSPECTIONS\_old
- ⊕   dbo.PROJECT\_INSPECTIONS\_UDF
- ⊕   **dbo.PROJECT\_MAIN**
- ⊕   dbo.PROJECT\_MEMOS
- ⊕   dbo.PROJECT\_MULTI
- ⊕   dbo.Project\_Parcels\_old
- ⊕   dbo.Project\_People\_old
- ⊕   dbo.Project\_ProfferBeneficiaries
- ⊕   dbo.Project\_Proffers
- ⊕   dbo.Project\_ProfferTransactionDetails
- ⊕   dbo.Project\_ProfferTransactions
- ⊕   dbo.Project\_Reviews\_old
- ⊕   dbo.Project\_SubFees\_old
- ⊕   dbo.Project\_UDF

#### PERMITTING

- ⊕   dbo.Permit\_Attachments\_old
- ⊕   dbo.Permit\_Bond\_Document
- ⊕   dbo.PERMIT\_BOND\_LETTERS
- ⊕   dbo.Permit\_Bonds\_old
- ⊕   dbo.Permit\_Bonds\_People\_old
- ⊕   dbo.PERMIT\_BONDS\_UDF
- ⊕   dbo.Permit\_Conditions2\_old
- ⊕   dbo.Permit\_Conditions2\_UDF
- ⊕   dbo.PERMIT\_FEES\_AUDIT
- ⊕   dbo.Permit\_Fees\_old
- ⊕   dbo.Permit\_Inspections\_old
- ⊕   dbo.PERMIT\_INSPECTIONS\_UDF
- ⊕   dbo.Permit\_Main
- ⊕   dbo.PERMIT\_MEMOS
- ⊕   dbo.Permit\_ModelHomeValuationHistory
- ⊕   dbo.Permit\_Parcels\_old
- ⊕   dbo.Permit\_People\_old
- ⊕   dbo.Permit\_Reviews\_old
- ⊕   dbo.Permit\_SubFees\_old
- ⊕   dbo.Permit\_SubValuations\_old
- ⊕   dbo.permit\_udf
- ⊕   dbo.Permit\_Valuations\_old
- ⊕   dbo.PLAN\_DOCUMENTS
- ⊕   dbo.PLAN\_MARKUP\_ELEMENTS
- ⊕   dbo.PLAN\_MARKUP\_SET
- ⊕   dbo.PLAN\_PDFS
- ⊕   dbo.PLAN\_SETS