



TOWN COMMISSION MEETING AGENDA

November 03, 2026 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR NOVEMBER 3, 2026

A. MINUTES

1. October 6, 2026, TC Meeting Minutes
2. October 6, 2026, Town Manager Evaluation
3. September 22, 2026, Meeting Minutes
4. September 10, 2026, Meeting Minutes
5. September 8, 2026, Meeting Minutes

B. AGREEMENTS

1. Laserfiche Cloud Subscription
2. Civic Plus Agenda Management
3. Crown Management – Storage and Digitization of Records
4. DEX Printer Purchase for DSB (Development Services Building)
5. Draft CAAN Settlement Resolution-pfas lawsuit

APPROVAL OF AGENDA

PRESENTATION BY PASTOR PAUL LAWSON

PUBLIC HEARING

- 1. DISCUSSION & ACTION, ORDINANCE 26-17 ADOPTING THE 2024 IPMC**

NEW BUSINESS

- 2. DISCUSSION & ACTION, ACCEPTANCE OF THE AUDIT**
- 3. DISCUSSION & ACTION, PURCHASE OF 2 FORD MAVERICKS FOR THE PARK AND RECS DEPARTMENT**
- 4. DISCUSSION AND ACTION, 72-INCH ZERO-TURN MOWER PURCHASE - PARKS AND REC DEPT COVER SHEET**
- 5. DISCUSSION & ACTION, 2026 CHRISTMAS FESTIVAL TEMPORARY ROAD CLOSURE**
- 6. DISCUSSION & ACTION, CLA CONTRACT**
- 7. DISCUSSION & ACTION, RAFTELIS SERVICES**
- 8. DISCUSSION, RESIDENTIAL HOUSING REPAIR AND DOWN PAYMENT ASSISTANCE**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Clerk

Town Manager

Commissioners

Mayor

ADJOURNMENT

PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

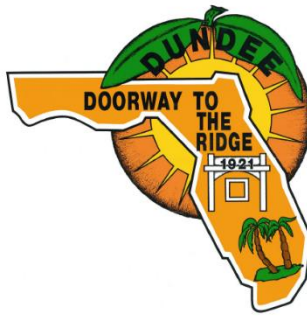
If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.



Meeting Agenda Coversheet

MEETING DATE:	November 3, 2026	Submitted By: Erica Anderson, Town Clerk		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Approval of the consent agenda			
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends approval of the 11.3.2026 TC Consent Agenda			
SUMMARY and/or JUSTIFICATION:	<p>A. Minutes</p> <ol style="list-style-type: none"> 1. October 6, 2026, TC Meeting Minutes 2. October 6, 2026, Town Manager Evaluation 3. September 22, 2026, Meeting Minutes 4. September 10, 2026, Meeting Minutes 5. September 8, 2026, Meeting Minutes <p>B. Agreements</p> <ol style="list-style-type: none"> 1. Laserfiche Cloud Subscription 2. Civic Plus Agenda Management 3. Crown Management – Storage and Digitization of Records 4. DEX Printer Purchase for DSB (Development Services Building) 5. Draft CAAN Settlement Resolution-pfas lawsuit 			
SELECT, if applicable	AGREEMENT:	X	BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	<p>October 6, 2026, TC Meeting Minutes October 6, 2026, Town Manager Evaluation September 22, 2026, Meeting Minutes September 10, 2026, Meeting Minutes September 8, 2026, Meeting Minutes</p> <p>Laserfiche Cloud Subscription Civic Plus Agenda Management Crown Management – Storage and Digitization of Records DEX Printer Purchase for DSB (Development Services Building)</p>			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase)</i>				

<i>all default text from this field's textbox and leave blank.)</i>		<div>Item A.</div>	
FISCAL IMPACT <i>(if any):</i>		N/A	



TOWN COMMISSION TENTATIVE BUDGET MEETING MINUTES

September 8, 2026, at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

INVOCATION provided by Michelle Thompson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Garrison

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Julia Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF AGENDA

Commissioner Wilson moved to approve the agenda without changes, seconded by Commissioner Richardson.
The motion passed unanimously.

PUBLIC HEARINGS

1. DISCUSSION & ACTION, RESOLUTION 26-27 TENTATIVE MILLAGE ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-27 establishes the Town's tentative operating millage rate for Fiscal Year 2026-2027 at 7.9000 mills and establishes the voted debt-service millage at zero. The Polk County Property Appraiser certified the Town's gross taxable value for operating purposes at \$487,547,579.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Resolution 26-27, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

2. DISCUSSION & ACTION, RESOLUTION 26-28 TENTATIVE BUDGET ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-28 adopts the Town of Dundee's tentative budget for the fiscal year beginning October 1, 2026. The resolution states total estimated revenues and appropriations of \$13,199,196 and incorporates by reference the tentative budget maintained by the Town Clerk.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Resolution 26-28, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – No report

Dundee Fire Department –No report

Town Attorney – No report

Town Clerk – No report

Town Manager – No report

Commissioners

Commissioner Wilson – thanked everyone for coming out and announced her new initiative for public outreach and will be hosting Conversations with the Commissioner. She ended by thanking the Sheriff's Office and the residents for coming out.

Commissioner Hunt – No report

Commissioner Richardson – She announced her new initiative for public engagement to take place in October.

Vice Mayor Hunt – No report

Mayor – He met with the school board on parking. He went on to request a salary study for all employees.

ADJOURNMENT at 8:08 p.m.

Respectfully submitted,

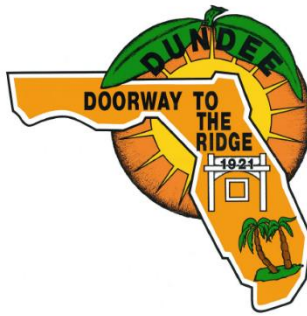
Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION TENTATIVE BUDGET MEETING MINUTES

September 10, 2026, at 5:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 5:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

INVOCATION provided by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Garrison

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Julia Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF AGENDA

Commissioner Wilson moved to approve the agenda without changes, seconded by Commissioner Richardson.
The motion passed unanimously.

PUBLIC HEARINGS

1. DISCUSSION & ACTION, RESOLUTION 26-27 TENTATIVE MILLAGE ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-27 establishes the Town's tentative operating millage rate for Fiscal Year 2026-2027 at 7.9000 mills and establishes the voted debt-service millage at zero. The Polk County Property Appraiser certified the Town's gross taxable value for operating purposes at \$487,547,579.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Resolution 26-27, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

2. DISCUSSION & ACTION, RESOLUTION 26-28 TENTATIVE BUDGET ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-28 adopts the Town of Dundee's tentative budget for the fiscal year beginning October 1, 2026. The resolution states total estimated revenues and appropriations of \$13,199,196 and incorporates by reference the tentative budget maintained by the Town Clerk.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Resolution 26-28, seconded by Commissioner Richardson.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – No report

Dundee Fire Department –No report

Town Attorney – No report

Town Clerk – No report

Town Manager – No report

Commissioners

Commissioner Wilson – No report

Commissioner Hunt – No report

Commissioner Richardson – No report

Vice Mayor Hunt – No report

Mayor – No report

ADJOURNMENT at 5:48 p.m.

Respectfully submitted,

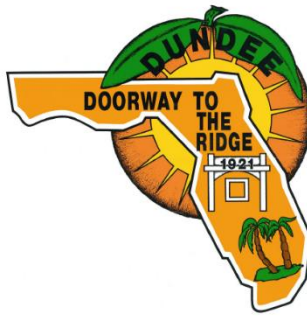
Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION FINAL BUDGET HEARING MEETING MINUTES

September 22, 2026, at 5:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 5:35 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

INVOCATION provided by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Garrison

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Julia Hunt

Commissioner Annette Wilson [present 5:47 pm]

Commissioner Mary Richardson

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

A resident spoke about the line item for the employee Christmas Dinner.

Alethea Pugh inquired about the line item in the budget for professional services.

APPROVAL OF AGENDA

Vice Mayor Hunt moved to approve the agenda without changes, seconded by Commissioner Richardson.

PUBLIC HEARINGS

1. DISCUSSION & ACTION, RESOLUTION 26-30 FINAL MILLAGE ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-30 establishes the Town's operating millage rate for Fiscal Year 2026-2027 at 7.9000 mills and establishes the voted debt-service millage at zero. The Polk County Property Appraiser certified the Town's gross taxable value for operating purposes at \$487,547,579.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Richardson moved to approve Resolution 26-30, seconded by Commissioner Hunt.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

[5 MINUTE RECESS AT 5:57 PM]

2. DISCUSSION & ACTION, RESOLUTION 26-31 FINAL BUDGET ADOPTION

Attorney Smith read the resolution title into the record. Town Manager Cassel provided the analysis.

Resolution No. 26-31 adopts the Town of Dundee's final budget for the fiscal year beginning October 1, 2026. The resolution states total estimated revenues and appropriations of \$13,199,196 and incorporates by reference the final budget maintained by the Town Clerk.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission
Suzetta Hinson, Alethea Pugh, Michelle Thompson, Brenda Carter, and Yvonne Musselwhite.

Commissioner Hunt moved to adopt the budget as presented and remove any COLA increases for all employees and freeze any other new positions that have not already been offered, until a pay study for all employees has been conducted, seconded by Commissioner Wilson. Further, there was a consensus to hold all merit increases pending the salary study.

Voting in favor: Commissioner Hunt, Commissioner Wilson, Commissioner Richardson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

NEW BUSINESS

3. DISCUSSION & ACTION, TOWN CLERK'S CONTRACT AGREEMENT

The proposed agreement states that Ordinance No. 26-12, adopted August 4, 2026, placed the Town Clerk under the direction and supervision of the Town Commission and authorized an employment agreement. The contract memorializes Erica Anderson's continued service without a break in employment or a new appointment and is subject to commission approval.

Mayor Garrison opened the floor for public comment; the following persons spoke before the commission Michelle Smith, Jill Kitto, Kim Downing, Alethea Pugh, and Delonda Hall.

Commissioner Richardson moved to approve the Town Clerk's Contract, seconded by Commissioner Wilson.

Voting in favor: Commissioner Wilson and Commissioner Richardson.

Voting Against: Commissioner Hunt, Vice Mayor Hunt, Mayor Garrison.

The motion failed 2-3.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – No report

Dundee Fire Department –No report

Town Attorney – No report

Town Manager – No report

Commissioners

Commissioner Hunt – No report

Commissioner Wilson – No report

Commissioner Richardson – No report

Vice Mayor Hunt – No report

Mayor – Thanked citizens and staff.

ADJOURNMENT at 7:38 p.m.

Respectfully submitted,

Erica Anderson

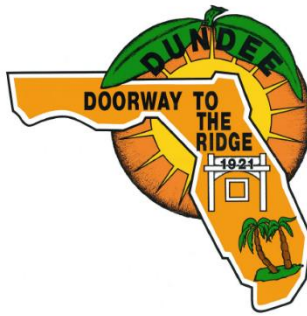
Erica Anderson, Town Clerk

APPROVAL DATE: _____

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DRAFT



TOWN MANAGER EVALUATION MEETING MINUTES

October 6, 2026, at 5:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 5:30 p.m.

PLEDGE OF ALLEGIANCE Mayor Garrison

INVOCATION provided by Commissioner Wilson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Garrison

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

Commissioner Julia Hunt

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Ms. Jessee – spoke about her property and development and stated on the record she is not willing to exchange property but is willing to sell property.

APPROVAL OF AGENDA

Commissioner Wilson moved to approve the agenda without changes, seconded by Commissioner Hunt. The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, TOWN MANAGER EVALUATION

The item concerned the FY 2025-2026 performance evaluation of Town Manager Ken Cassel. The written evaluations addressed fiscal management; management and organization; management of Town assets; intergovernmental relations; program development and follow-through; community relations; communication; management style; accomplishments; areas for improvement; and goals for the upcoming year.

The following summarizes the individual written evaluations. The comments represent the evaluators' assessments and are not findings or adopted positions of the Town Commission.

Mayor Joe Garrison — Written Evaluation

Mayor Garrison credited the Town Manager with strong financial management, an improved budget, interest-bearing accounts, and positive relationships with residents, government officials, and the business and development community. He recognized improvements in technology and municipal operations. Areas identified for improvement included timely follow-up, more active departmental oversight, consistent accountability, and appropriate delegation to the Assistant Town Manager and department directors. His proposed goals included monitoring the Town's finances, building reserves, and strengthening oversight.

Vice Mayor Ray Hunt — Written Evaluation

Vice Mayor Hunt recognized progress in budget preparation, staffing, planning for Town property and equipment, intergovernmental communication, and efforts to update the Town's codes and land development regulations. He emphasized setting clear expectations and holding employees accountable. He identified delayed responses and the need for open, direct, and timely communication as areas requiring improvement. He encouraged the Town Manager to use staff expertise and maintain a courteous, service-oriented approach focused on the Town's interests and the safety of residents and visitors.

Commissioner Julia Hunt — Written Evaluation

Commissioner Hunt recognized improvements in budgeting, long-term planning, resource use, and program follow-through. She requested stronger staff supervision, clearer expectations for department directors, and consistent community outreach, including resuming Coffee with the Town Manager. She identified communication and follow-through as primary areas for improvement, particularly timely responses, transparency, and equal access to information for all commissioners. Her goal was continued, steady improvement in moving the Town forward.

Commissioner Annette Wilson — Written Evaluation

Commissioner Wilson noted improvements in the budget process and presentation, management skills, and completion of the audit. She emphasized trust, accountability, leadership, stronger communication, and greater visibility in the community. Her proposed goals included practical strategies to improve departments, bringing

employees together around shared goals and community outcomes, and developing a clearer vision for the Town's future.

Commissioner Mary Richardson — Written Evaluation

Commissioner Richardson's evaluation recognized the Town Manager's availability, communication with her, cooperation on community initiatives, and participation in community and regional events. She expressed concerns about staff supervision, workplace communication, morale, personnel-policy administration, and the handling of employee matters. She described improvement in his management approach and recommended continued leadership and management training, clearer procedures, and consideration of input from others. She also proposed renewing the resident-and-staff visioning initiative to help shape the Town's future.

Town Manager – Thanked the commission for their continued support and provided updates on projects within the town and staff's continuous progress.

ADJOURNMENT at 6:28 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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DRAFT



TOWN COMMISSION MEETING MINUTES

October 6, 2026, at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 6:44 p.m.

PLEDGE OF ALLEGIANCE led by Hezekiah Louis-Jeune

INVOCATION provided by Daniel Ramirez

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Garrison

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

Commissioner Julia Hunt

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Drexcel Robinson – spoke in favor of the Town Manager's evaluation and the positive communications between them.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR OCTOBER 6, 2026

The minutes being reviewed include minutes from the following meetings:

A. MINUTES

1. September 1, 2026, Town Commission Meeting Minutes

B. AGREEMENTS

1. Republic Services Municipal Solid Waste Collection and Exclusive Franchise Agreement
2. PRWC Temporary Construction Easement
3. PRWC Permanent Easement Parcel 3016
4. PRWC Permanent Easement Metering
5. Dundee PAS 26-27 Planning Services

C. BOARD APPOINTMENT

1. Sean Holten – Code Review Committee

Mayor Garrison opened the floor for public comment; being none, the floor was closed.

Commissioner Wilson moved to approve September 1, 2026, commission meeting minutes, seconded by Vice Mayor Hunt.

The motion passed unanimously.

APPROVAL OF AGENDA

Commissioner Wilson moved to approve the agenda with the addition of Resolution 26-33 adopting the fee schedule, seconded by Commissioner Richardson.

The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, ORDINANCE 26-17 ADOPTING THE 2024 IPMC

Attorney Smith read the ordinance title into the record. Assistant Town Manager Hunnicutt.

Ordinance No. 12-01 adopted the 2009 IPMC. Ordinance No. 15-08 amended that ordinance and related enforcement provisions. Ordinance No. 26-17 replaces the 2009 code adoption while preserving local enforcement and nuisance-abatement procedures except where expressly amended.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Vice Mayor Hunt moved to approve Ordinance 26-17, seconded by Commissioner Richardson.

Voting in favor: Commissioner Richardson, Commissioner Hunt, Commissioner Wilson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

2. DISCUSSION & ACTION, RESOLUTION 26-32 ODYSSEY MANUFACTURING COMPANY FOR THE PURCHASE OF SODIUM CHLORITE

Attorney Smith read the resolution title into the record. Utilities Director Mercer provided the analysis.

The Town is seeking to enter into an agreement to purchase chlorine from Odyssey Manufacturing Company needed to maintain and enhance Town operations. Odyssey Mfg. has demonstrated the qualifications, experience, and capacity required to deliver these services in a timely and cost-effective manner by piggybacking off the Lake Wales bid with two one-year renewals. Approval of this agreement will ensure continuity of operations, improve service delivery to residents, and support the Town's ongoing commitment to efficiency and fiscal stewardship.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Commissioner Wilson moved to approve Resolution 26-32, seconded by Vice Mayor Hunt.

Voting in favor: Commissioner Richardson, Commissioner Hunt, Commissioner Wilson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

3. DISCUSSION & ACTION, [RESOLUTION 26-33] ADOPTION OF BUILDING FEE SCHEDULE

Attorney Smith read the resolution title into the record. Building Official Bill Nolen provided the analysis.

Town administration has suggested a more streamlined fee schedule to better serve both customers and Building Department staff. The current fee schedule has a somewhat complicated fee structure and a number of extraneous fees, some not pertaining to the Building Department. Though the proposed new fee schedule is more streamlined, it adequately covers all the different permit types issued by the department.

Mayor Garrison opened the floor for public comment; seeing none, the floor was closed.

Vice Mayor Hunt moved to approve Resolution 26-33, seconded by Commissioner Hunt.

Voting in favor: Commissioner Richardson, Commissioner Hunt, Commissioner Wilson, Vice Mayor Hunt, and Mayor Garrison

The motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – Report for September 2026

- 26 arrests
- 352 traffic stops
- 96 citations
- 1258 community contacts
- 250 calls for service
- 13 live 911 calls

Dundee Fire Department – Report for August 2026

- 104 calls for service
- 1 hazardous situation
- 70 medical
- 8 public service
- 1 rescue
- 24 non-emergencies

Town Attorney – No Comment.

Town Clerk – Announced Ridge League of Cities Dinner on October 8, 2026, in Haines City, FL; the Polk Chamber of Commerce Luncheon with State Attorney Brian Haas on October 8, 2026; and the Community Town Hall on October 13, 2026, at Dundee Town Hall.

Town Manager – He announced that Coffee with the Town Manager will be held on October 20, 2026, at 5:30 p.m., and thereafter on the second Tuesday of each month. He also reported that he will attend a meeting of the Florida League of Cities' Finance and Taxation Committee, to which he was appointed by the FLC President. Assistant Town Manager Hunnicutt will also attend FLC committee meetings. He further reported that the Town received \$19,000 from the sale of the boat at auction. Employee identification cards have arrived and will be modified to identify essential employees.

Commissioners

Commissioner Richardson – She thanked everyone for attending, congratulated the Town Manager on his evaluation, and welcomed new staff to the Town. She announced that Lincoln Avenue is now open and that Dundee on the Ridge will be held on October 21, featuring a discussion on tax dollars and the Town's budget. She invited anyone interested in learning more about the budget to attend. She concluded by encouraging everyone to continue praying for our schools, children, and bus drivers.

Commissioner Hunt – She thanked everyone, staff, and residents for coming out. She said the town is moving in the right direction and making positive improvements.

Commissioner Wilson – She thanked everyone for attending and shared that she serves as the liaison for Dundee Ridge Middle School and Dundee Elementary Academy. She announced that Dundee Elementary Academy will hold its Community Learning Walk on October 7, 2026, with the theme "Diving into Discovery, Different Perspectives, Brighter Futures," and that she plans to attend. She also announced that the next Conversations with the Commissioner will be held on October 14, 2026, at 5:30 p.m. at the PCSO Substation, with changes to the program planned for November.

Vice Mayor Hunt – No comment

Mayor – He introduced Tiffany, a representative of Duke Energy, and asked commissioners to submit informational reports on the boards they serve to the Town Clerk. He also asked commissioners who cannot attend their board meetings to arrange for a staff member to attend on their behalf. He reported that a group of citizens had approached him about establishing "Friends of the Depot," a proposed five-member group. The Commission voted unanimously to establish "Friends of the Depot" as a staff-led, volunteer-based group.

ADJOURNMENT at 7:25 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

PUBLIC NOTICE: Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings, and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

If you are a person with disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 East Main Street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

DRAFT

MASTER SERVICES AGREEMENT CONTRACT

This Master Services Agreement (“**Agreement**”) effective as of 9/28/2026 (“**Effective Date**”) is entered into by and between Digital Age Tech Consultants, LLC (“**Solution Provider**”) with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the Town of Dundee, Florida (“**Client**”) with a physical address of 202 East Main Street, Dundee, FL 33838 (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and services/support provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Scope of Services and Support Agreement

This Agreement outlines the general terms and conditions governing the provision of services and support by the Solution Provider to the Client. Services provided by the Solution Provider will be specified in separate individual documents like Software Contracts and/or Statement of Works (“**SOW**”) executed under this Agreement. Support will be defined later in this Agreement that ties to the “Laserfiche® Software and Phase 1 SOW Contract” contract. The Solution Provider provided a copy of the “Laserfiche® Software and Phase 1 SOW Contract” document to the Client via an email during the contract phase. The Client acknowledges having received and read the “Laserfiche® Software and Phase 1 SOW Contract” document. Additionally, both Parties need to have the “Laserfiche® Software and Phase 1 SOW Contract” document signed and executed while this Agreement is active.

2. Statement of Work (SOW)

Each project-specific engagement between the Parties will be documented in separate SOWs. The SOWs will include project-specific details, scope of work, pricing, milestones,

and timelines. The SOWs, once executed by both Parties, will be considered an integral part of this Agreement.

3. SOW Payment Terms and Conditions

Payment Terms and Conditions for services provided under this Agreement will be detailed in each separate and respective SOW. Invoices will be submitted by the Solution Provider in accordance with the payment schedule specified in the SOW. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in the SOWs are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

4. SOW Change Order Process

- A. Defined** – Any changes to the scope, specifications, or deliverables of any of the SOWs provided under this Agreement may be requested by either Party in writing. The Party requesting the change (the “**Requesting Party**”) shall submit a detailed change request, which shall include a description of the proposed change, the reasons for the change, the impact on the project timeline, and any associated costs.
- B. Change Approval** – Change requests shall be reviewed and approved in writing by both Parties, and a decision will be communicated to the Requesting Party within 14 business days from the date of submission. The Solution Provider shall evaluate the feasibility, impact, and cost of the requested change, and the Client shall assess the impact on project objectives and timelines.
- C. Change Order Agreement** – Upon mutual agreement, a formal Change Order Agreement shall be prepared and signed by both Parties, detailing the approved change, any adjustments to the project timeline, and the associated costs. The Change Order Agreement shall become an integral part of this Agreement.
- D. Effect on Project** – Until a Change Order Agreement is executed, the Solution Provider shall continue to perform the services in accordance with the existing

scope and specifications. No changes shall be implemented without a formal, signed Change Order Agreement.

- E. Payment for Changes** – The Client agrees to pay any additional costs associated with approved changes as outlined in the Change Order Agreement. Payment terms for change orders shall be detailed in the respective Change Order Agreement.
- F. Scope Creep Prevention** – The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.
- G. Effect on Existing Terms** – The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.
- H. No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

5. Customer Support

- A. Defined** – The Solution Provider is committed to providing timely support (“**Customer Support**”) to the Client within the specified times of Monday to Friday from 6AM Pacific Standard Time (“**PST**”) to 5PM PST (“**Support Hours**”). The Solution Provider recognizes the importance of prompt communication during these hours for effective issue resolution.
- B. Communication Channels** – The Client can initiate Customer Support by sending an email to info@jointhedigitalage.com.
- C. Response Times** – During Support Hours, the Solution Provider commits to responding within up to four hours. For support requests outside of Support Hours, the Solution Provider will acknowledge them within up to four hours when Support Hours resume the upcoming business day.
- D. Resolutions** – Upon acknowledging a support request, the Solution Provider will assess the issue, gather necessary information, identify potential causes, test

possible solutions, and verify system functionality. The Client's cooperation in providing detailed information and timely feedback is essential for an efficient resolution process.

- E. Escalation Procedures** – If the Solution Provider is unable to resolve a support issue, it will be escalated to Laserfiche® Corporate (**“Manufacturer”**). The Solution Provider will work closely with the Manufacturer for a speedy resolution. Since the support issue is complex and has been escalated, there is no guarantee that a resolution will occur within two business days, especially in the case of a bug requiring a software update from the Manufacturer. The Solution Provider will inform the Client when a case is escalated and provide updates on its progress and resolution.
- F. Exclusions** – Customer Support covers issues related to the functionality of the Package only and does not extend to third-party software, third-party licenses, hardware, or networking issues. The Client is responsible for seeking support from their respective vendors for third-party software, licenses, hardware, and networking issues. Customer Support does not encompass issues arising from actions taken by the Client.
- G. Client Obligations** – In consideration for successful and swift Customer Support, the Client agrees to provide as much information upfront to the Solution Provider on the issue with the Package. The Client commits to providing a detailed description of the error, the time it occurred, and screenshots of errors messages.

6. Confidentiality

- A. Defined** – “Confidential Information” refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.
- B. Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

C. Permitted Disclosures – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. Exceptions – The obligations of confidentiality shall not apply to information that:

- I.** Was publicly known or in the public domain before its disclosure.
- II.** Becomes part of the public domain through no fault of the receiving Party.
- III.** Was in the receiving Party's possession prior to the disclosure.
- IV.** Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information.
- V.** Is required to be disclosed by law, regulation, or court order.

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. Return or Destruction of Information – Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

7. Warranty

The Solution Provider represent and warrants that the services, whether performed directly by the Solution Provider or by a third-party engaged by the Solution Provider, will

be performed in a professional and workmanlike manner consistent with industry standards. The Solution Provider further warrants that it has exercised reasonable care and diligence in the selection and oversight of any third party engaged to perform the services.

8. Limitation of Liability

- A. General Limitation** – In no event shall either Party be liable to the Party for any indirect, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business, arising out of or in connection with this Agreement.
- B. Maximum Liability** – The Solution Provider's maximum liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by Client to the Solution Provider under the applicable SOWs giving rise to the liability.
- C. Third Party Services** – Client acknowledges that the Solution Provider may engage in third parties to perform certain aspects of the Services. In such cases, the Solution Provider shall remain responsible for the quality of the Services provided by third parties as if performed by the Solution Provider directly. Notwithstanding and third-party engagements, the Solution Provider's liability for any breach of warranty or other obligations under this Agreement shall not be limited, and the Solution Provider shall ensure that any third parties engaged by the Solution Provider are contractually obligated to comply with the terms and conditions of this Agreement.

9. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Solution Provider, its officers, directors, employees, contractors, and agents from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising from out of or in connection with the Client's actions, omissions, or breach of any representation or warranty under this Agreement. The Solution Provider agrees to indemnify, defend, and hold harmless the Client from and against any claims, liabilities, damages, losses, costs, or expenses (including

reasonable attorneys' fees) arising out of or in connection with the Firm's actions, omissions or breach of any representation or warranty under this Agreement.

10. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive termination. These provisions include, but are not limited to, confidentiality obligations, payment obligations, and any other provisions necessary for the interpretation or enforcement of this Agreement.

11. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

12. Force Majeure

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs, or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (**"Force Majeure Event"**).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

14. Dispute Resolution

- A. Mediation** – In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.
- B. Arbitration** – If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.
- C. Arbitrator Selection** – The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.
- D. Costs and Fees** – The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.

- E. Enforceability** – The decision of the arbitrator shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.
- F. Recovery of Fees by Prevailing Party** – If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys’ fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

15. Miscellaneous

- A. Amendments** – This Agreement may only be modified in writing and signed by both Parties.
- B. Assignment** – Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party’s ownership.
- C. Waiver** – The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.
- D. Notices** – All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.
- E. Headings** – The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- F. Execution** – This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.
- G. Language** – This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.

- H. Legal Representation** – The Parties acknowledge that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.
- I. Electronic Communication** – The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the “Addresses for Notices” section.
- J. Third Parties** – Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.
- K. Incorporation** – The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC
(“Solution Provider”)

Town of Dundee, Florida
(“Client”)

Signed for and on behalf of
 Digital Age Tech Consultants, LLC

Signed for and on behalf of
 Town of Dundee, Florida

By: _____
 Name: Tim Yuniskis
 Title: Vice President of Business Strategy

By: _____
 Name: Erica Anderson
 Title: Town Clerk

Date: _____

Date: _____

Addresses for Notices:

If to Solution Provider:

Attention: Tim Yuniskis

Digital Age Tech Consultants, LLC

1100 W. Town and Country Rd., Suite 1250

Orange, CA 92868

tim@jointhedigitalage.com

If to Client:

Attention: Erica Anderson

Town of Dundee, Florida

202 East Main Street

Dundee, FL 33838

eanderson@townofdundee.com



Cloud Subscription Agreement

Effective: October 1, 2026

THIS CLOUD SUBSCRIPTION AGREEMENT (“**Agreement**”) IS A LEGAL AGREEMENT THAT APPLIES TO SUBSCRIBER’S USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT, AND ALL CLOUD COMPONENTS. THE TERMS “SUBSCRIBER”, “LASERFICHE CLOUD”, “SERVICES ENVIRONMENT” AND “CLOUD COMPONENTS” ARE EACH DEFINED BELOW. THIS AGREEMENT INCORPORATES BY REFERENCE THE FOLLOWING (COLLECTIVELY, THE “**Additional Policies**”): (A) THE LASERFICHE DPA AND (B) ANY OTHER POLICIES OR TERMS REFERENCED IN THIS AGREEMENT.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 19.4. BY ACCEPTING THIS AGREEMENT (WHETHER BY CHECKING ANY “ACCEPT” OR “AGREE” MECHANISM OR INDICATING ASSENT BY ANY OTHER ACCEPTANCE PROCESS MADE AVAILABLE BY LASERFICHE) OR ACCESSING OR USING ANY CLOUD COMPONENT, LASERFICHE CLOUD OR THE SERVICES ENVIRONMENT, (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUBSCRIBER TO THIS AGREEMENT, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AND SUBSCRIBER AGREE THAT SUBSCRIBER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ALSO CONSTITUTES SUBSCRIBER’S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED IN THE ADDITIONAL POLICIES.

IF SUBSCRIBER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUBSCRIBER, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT. ANY USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IS UNAUTHORIZED AND UNLAWFUL.

1.0 Definitions. The following definitions will apply to this Agreement:

“**Account**” means the account Laserfiche provisions for Subscriber in the Services Environment through which Subscriber and Users can access services and content according to the Subscriptions ordered by Subscriber, including Laserfiche Cloud and Subscriber Content.

“**Affiliate**” means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Cloud Client Components**” or “**Client Components**” means a Cloud Component that Laserfiche authorizes Subscriber to download and use with Laserfiche Cloud in accordance with Section 7.1.1(b) of this Agreement.

“**Cloud Components**” means those Laserfiche proprietary software products, tools, modules, application programming interfaces, algorithms, or components that Laserfiche offers for use as part of Laserfiche Cloud or for interacting with the Services Environment.

“Confidential Information” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that each party is obligated to keep confidential; and (c) the terms of any agreements, discussions or negotiations between the parties, the Laserfiche Solution Providers or Affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Subscriber without any obligation of confidentiality at the time Subscriber received it from us; (iii) is received from a third-party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party’s Confidential Information.

“Data Center Region” refers to the geographic region in which Subscriber’s Services Environment is physically hosted. The Data Center Region applicable to Laserfiche Cloud is set forth in the DPA, unless agreed to otherwise in writing.

“Documentation” means the getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications published by Laserfiche about Laserfiche Cloud and the Services Environment.

“DPA” or “Laserfiche DPA” means the Laserfiche Data Processing Addendum, including all documents attached or referenced therein.

“Effective Date” means the earlier to occur of the following dates: (a) the date on which Laserfiche provisions Subscriber’s Account and gives Subscriber administrative access to Subscriber’s first Laserfiche Cloud Subscription, or (b) the date that Subscriber accepts this Agreement.

“Evaluation Product” means Laserfiche Cloud Components furnished to Subscriber for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 7.2, and that are not the subject matter of a separate written trial, evaluation or beta agreement executed by and between Laserfiche and Subscriber.

“Excluded Claim” shall have the meaning set forth in Section 9.0.

“Hosting Provider” means Amazon Web Services, the third-party web hosting provider that maintains the public cloud infrastructure Laserfiche uses to provide the Services Environment in the applicable Data Center Region.

“Intellectual Property Rights” means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

“Laserfiche”, “we”, “our” or “us” means the Laserfiche entity that is contracting with Subscriber, as set forth in Section 19.4.1.

“Laserfiche Cloud” or “Laserfiche Cloud Subscriptions” means the mix of Cloud Components running as services in the Services Environment.

“Laserfiche Content” means all content that we make available in connection with Laserfiche Cloud or on www.laserfiche.com (the **“Laserfiche Site”**), including Documentation, but excluding Cloud Components and Third-Party Content.

“Laserfiche Software” means Laserfiche’s proprietary application programming interfaces, software, algorithms, software libraries, command line tools, and other code or technology comprised in: (a) Laserfiche Cloud, (b) the Cloud Components, (c) the Services Environment, and (d) any and all modifications and enhancements to the foregoing.

“Laserfiche Solution Provider” means any other entity or person that has been authorized by us to market Subscriptions and provide Subscribers certain Support to facilitate Subscriber’s use of Laserfiche Cloud and any other Subscriptions purchased by Subscriber.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

“Outputs” means content, data, text, or other material generated through use of the AI Tools and returned, made available, or transmitted to Subscriber, a User or Connected System.

“Personal Data” shall have the meaning set forth in the DPA.

“Services Environment” means the hosted environment provided by Laserfiche from which Subscriber may remotely access, as applicable and subject to the terms and conditions of this Agreement: (a) Subscriber’s Laserfiche Cloud Subscriptions, (b) Third-Party Content, and (c) Subscriber Content.

“Subscriber” means the individual, company, or other legal entity that is purchasing a Subscription under this Agreement.

“Subscriber Content” means, excluding any Laserfiche Software, Laserfiche Content, Third-Party Content, or Third-Party Services, all electronic documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other electronic content or information that Subscriber or any User, either directly or indirectly (through the use of bots or other automated tools): (a) uploads to the Services Environment, (b) runs on Laserfiche Cloud, or (c) causes to interface, even on a temporary basis, with Laserfiche Cloud or the Services Environment. Subject to Section 8.0, Subscriber Content includes Personal Data.

“Subscription Period” shall have the meaning set forth in Section 6.1.

“Subscriptions” means term-based licenses to use Cloud Components ordered by Subscriber directly or indirectly from Laserfiche. A Subscription also includes Client Components, subject to Subscriber’s payment of any applicable fees.

“Subscription Usage Limit” shall have the meaning set forth in Section 4.6.

“Support” refers to either Laserfiche’s obligation or, if Subscriber has a Laserfiche Solution Provider, Subscriber’s Laserfiche Solution Provider’s obligation, to provide Subscriber with ongoing assistance

in onboarding, initiating, configuring, accessing, and utilizing the functionality and features of Laserfiche Cloud. As applicable, we agree to provide more specialized technical assistance to Subscriber's Laserfiche Solution Provider (as applicable) should Subscriber's issue appear unusually complex or difficult for Subscriber's Laserfiche Solution Provider to resolve after reasonable diligence.

"Third-Party Content" means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information owned by a third-party, excluding Third-Party Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by your use of the Services or any Laserfiche provided tools.

"Third-Party Services" means where the Cloud Services Environment allows you to link to, transfer Subscriber Content or Third-Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information, any product or service offering that is proprietary to such a third-party. Examples of Third-Party Services include software applications (i.e. Salesforce, DocuSign, Zoom, etc.) and integration services (i.e. Slack, Okta, etc.), among others.

"User" means an individual whom Subscriber has authorized to access or use Laserfiche Cloud or the Services Environment, for whom Subscriber has ordered Laserfiche Cloud and any other Subscriptions, and to whom Subscriber has supplied a User identification and password to access Subscriber's Account. Users may include, for example, Subscriber's employees, consultants, contractors and agents, and third parties with whom Subscriber transacts business.

"Wind Down Period" has the meaning given to such term in Section 6.3.

2.0 Laserfiche Cloud. We will make Laserfiche Cloud, the Services Environment and Cloud Components available to Subscriber pursuant to this Agreement.

3.0 Payment and Fees

3.1 Subscriptions. The first Laserfiche Cloud Subscription Subscriber orders shall commence on the Effective Date. Additional Cloud Components may be used with Subscriber's Account subject to Subscriber's payment of the applicable fees (if any) for the additional Cloud Components. Any additional Cloud Components licensed or subscribed to by Subscriber will terminate on the same termination date as the first Laserfiche Cloud Subscription purchased by Subscriber.

3.2 Fees. All fees are due upfront for Subscribers who pay Laserfiche directly. For multi-year subscription terms, Subscriber must prepay the fees due for each year of the term annually in advance. In the event of any early cancellation or termination of a multi-year subscription, all remaining unpaid fees for the entire agreed-upon multi-year term shall immediately become due and payable. There will be no refunds for decreases in Subscription Usage Limits during a Subscription Period for any Subscription.

3.3 Payments. As applicable, Subscriber's Laserfiche Solution Provider may choose to bill Subscriber themselves or require Subscriber to submit credit card information to us so that we may charge Subscriber's credit card. If we charge Subscriber's credit card, the charge will be reflected in Subscriber's Account. If Subscriber is required to submit credit card information to us, Subscriber is responsible for providing complete and accurate billing, credit card, and contact information and

notifying us of any changes to such information. If Subscriber provides credit card information, Subscriber authorizes a charge to Subscriber's credit card for the Subscriptions Subscriber orders for the initial Subscription Period, any renewal Subscription Period(s), and when Subscriber exceeds Subscription Usage Limits.

3.4 Overdue Charges. If we do not receive any amount Subscriber owes by the due date, then, without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If Subscriber's payment is late by 30 days or more, we may reduce or, upon written notice, suspend access to Subscriber's Account and the Services Environment and begin collection efforts.

3.5 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with Subscriber's Subscriptions. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

4.0 Certain Qualifications

4.1 Ownership of Subscriber Content. Subscriber retains exclusive ownership of Subscriber Content, including any modifications, enhancements and improvements thereto, including any Intellectual Property Rights therein. Subscriber is responsible for the accuracy, quality and legality of Subscriber Content and the means by which Subscriber or any User acquired and use Subscriber Content (including, providing adequate privacy notices under applicable law).

4.2 License to Subscriber Content. Subscriber grants us, the Hosting Provider, and our respective Affiliates, a non-exclusive, royalty free, worldwide license, during the Subscription Period and the Wind Down Period, to host, copy, transmit, and display or execute Subscriber Content as reasonably necessary for us to provide the functionality of Laserfiche Software, Laserfiche Cloud, and the Services Environment, including pushing and pulling Subscriber Content to and from Third-Party Product integrations Subscriber chooses to use with Laserfiche Software, Laserfiche Cloud, or the Services Environment. Subscriber acknowledges and agrees that Subscriber's revocation of any of the foregoing licenses granted by Subscriber shall release Laserfiche from all obligations to provide or make available Laserfiche Cloud, the Subscriptions, and/or the Services Environment, in whole or in part, to Subscriber and any User and we shall not be obligated under any circumstances to refund any amounts paid by Subscriber to us. Subject to the limited licenses granted by Subscriber to us in this Agreement, we acquire no right, title or interest from Subscriber or Subscriber's licensors under this Agreement in or to Subscriber Content. We make no representation or warranty regarding the interoperability of Subscriber Content with the Services Environment, Laserfiche Software, or any Third-Party Product integrations. Subscriber will obtain all necessary rights and permissions to enable, and grant the rights and permissions granted under this Agreement to, Laserfiche, its Affiliates, and contractors, to use, transfer, provide, store and otherwise process Subscriber Content in the Service Environment and in connection with Subscriber's use of the Laserfiche Software (including, the collection or transmission of Subscriber Content from or to any Third-Party Product), without violating the rights of any third-party or otherwise obligating Laserfiche to Subscriber or to any third-party. This includes Subscriber making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in Subscriber Content. If any of Subscriber Content could be subject to governmental regulation or may require security measures beyond those specified by Laserfiche for Laserfiche Cloud, Subscriber will not input into the Services Environment, use with any Cloud Component, or provide Laserfiche, any such Subscriber Content

unless Laserfiche has otherwise first agreed in writing to implement additional security and other measures. Subscriber is also solely responsible for the development, operation, maintenance, and use of Subscriber Content, including, by way of example: (i) the technical operation of Subscriber Content, including the interoperability of Subscriber Content with the Services Environment and Laserfiche Software; (ii) compliance of Subscriber Content with all applicable laws and regulations; (iii) any claims relating to Subscriber Content; (iv) proper handling and processing of notices sent to Subscriber (or any of Subscriber's Affiliates) by any person claiming that Subscriber Content infringes or violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act; and (v) the theft, loss or destruction of Subscriber Content caused by actions or events other than the acts or omissions of Laserfiche. Laserfiche does not and will not assume any obligations with respect to Subscriber Content or to Subscriber's use of the Laserfiche Software, Laserfiche Cloud, and the Services Environment, other than as expressly set forth in this Agreement or as required by applicable law.

4.3 Third-Party Content & Third-Party Services. Third-Party Content and Third-Party Services are subject to the applicable third-party's terms and conditions, including privacy and data gathering practices. We make no representation or warranty regarding Third Party Content or Third-Party Services or the interoperability of the Services Environment or Laserfiche Cloud with Third Party Content or Third-Party Services. Subscriber's use of Third-Party Content and Third-Party Services is at Subscriber's sole risk and any separate fees, charges, and obligations Subscriber incurs in Subscriber's dealings with the applicable third parties, are Subscriber's responsibility. Subscriber agrees not to use any Third-Party Content and Third-Party Services other than in accordance with this Agreement and the applicable third-party's terms and conditions. With respect to the use of any Third-Party Content or Third-Party Services, in the event of conflict or inconsistency between any provision of this Agreement and the applicable third-party's terms and conditions, the third-party's terms and conditions shall control but only so long as the use of the Third-Party Content or Third-Party Product, as applicable, in conjunction with Laserfiche Cloud is not in violation of this Agreement.

4.4 Security. We will provide an infrastructure for securing data and will maintain the Services Environment at an industry standard level of security as further described in the Laserfiche DPA. Subscriber must use and is responsible for its own use of reasonable security precautions in connection with Subscriber's use of the Laserfiche Site, Services Environment, and Subscriptions. Specifically, Subscriber is solely responsible for configuring the Services to ensure its own compliance with applicable laws and regulations.

4.5 Service Levels. Subject to Subscriber's compliance with all of the terms and conditions of this Agreement, including payment obligations, Laserfiche will provide Laserfiche Cloud in accordance with the then-current Laserfiche Cloud Service Level Agreement ("SLA"). The SLA, the terms of which are incorporated herein by reference, is available [here](#). Subscriber acknowledges that Subscriber has reviewed a copy of the current SLA. Laserfiche's entire obligation, and Subscriber's exclusive remedy for any service level violation, will solely be the specific remedies set forth in the SLA, with no substitution.

4.6 Subscription Usage Limits. Subscriptions ordered by Subscriber may be subject to usage limits ("Subscription Usage Limits"). Unless otherwise specified in an order, (a) a quantity in such order refers to the maximum number of Users permitted to access and use the Cloud Component, (b) a User's password may not be shared with any other individual, and (c) a User-based Subscription may be reassigned to a new individual replacing one who no longer requires ongoing use of the Subscription. If Subscriber exceeds any Subscription Usage Limit, Subscriber agrees to pay the amount for any excess usage in accordance with Laserfiche's applicable pricing and payment terms then in effect.

4.7 Usage Restrictions. Subscriber must use Subscriber's Subscriptions only in the ordinary course of Subscriber's business in accordance with the terms and conditions of this Agreement, the Documentation, and all applicable laws and regulations. Subscriber will not, and will not allow Users or other third parties to (a) make Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, available to, or use Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content for the benefit of, anyone other than Subscriber or Users, (b) use Laserfiche Cloud, any Subscription, the Laserfiche Software or Services Environment to create, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to create, store or transmit material in violation of third-party privacy, copyright, trademark, patent or other Intellectual Property Rights, (c) use Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment to create, store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content, (e) attempt to gain unauthorized access to Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment, or any systems or networks related to the foregoing, (f) permit direct or indirect access to, or use of, Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment in a way that circumvents any Subscription Usage Limit, (g) copy any Laserfiche Software or Laserfiche Content except as expressly permitted in Section 7.1 of this Agreement, (h) embed or mirror any part of Laserfiche Cloud, any Subscription, the Services Environment, or any Laserfiche Content, other than embedding on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes or as permitted in the applicable Documentation, (i) access or use any Laserfiche Software or Laserfiche Content to develop, create, train, improve or build a product or service that competes with, or is similar to, Laserfiche Cloud, any Subscription, or any Laserfiche Software or Laserfiche Content, or for any other benchmarking or competitive purpose, or (j) use any Third Party Content or Third-Party Services with Laserfiche Cloud other than as permitted by the applicable third-party's terms and conditions therefor and this Agreement. In addition to any other available remedies, Laserfiche may, in its sole discretion, immediately suspend or terminate Subscriber's or any User's use of Laserfiche Cloud and any Laserfiche Software and Laserfiche Content based on any suspected violation of this Section 4.7. Any violation of this Agreement by Subscriber or its Users is deemed a violation of Laserfiche's Intellectual Property Rights and Subscriber shall notify us promptly of any such violation. Subscriber will provide Laserfiche with any assistance Laserfiche requests to reasonably confirm compliance with this Agreement. For purposes of this Section 4.7, references to use of Laserfiche Cloud, the Subscriptions, or the Laserfiche Software include the use of any AI Tools, prompts, inputs, outputs, or other content generated through artificial intelligence or machine-learning features. Subscriber is solely responsible for evaluating the accuracy, legality, and appropriateness of any such outputs prior to use or reliance.

4.8 High-Risk Activities. The Laserfiche Software, Laserfiche Cloud, and the use of the Services Environment, including any AI Tools or Outputs, are not designed or intended for use in high-risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software, Laserfiche Cloud, or the Services Environment, could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability, performance, or availability, of Laserfiche Software, Laserfiche Cloud, or the Services Environment, for these types of activities. Subscriber acknowledges that Outputs are not a substitute for professional judgment, human review, or independent verification.

4.9 Subscriber Indemnification.

(a) **General.** Subscriber will defend, indemnify, and hold harmless Laserfiche and each Laserfiche Solution Provider, Laserfiche Affiliate and Laserfiche authorized reseller, and each of

Laserfiche's, Laserfiche Solution Provider's, Laserfiche Affiliate's and Laserfiche authorized resellers' employees, officers, directors, shareholders, representatives, and agents (collectively, "**Indemnified Parties**"), from and against any and all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third-party claim concerning: (a) Subscriber, any Subscriber Affiliate's or any User's use of Laserfiche Cloud, the Subscriptions, Laserfiche Software, Laserfiche Content, Third Party Content, or Third-Party Services, including any activities or use by Subscriber's or Subscriber's Affiliates' employees, contractors, representatives or agents; (b) breach of this Agreement or violation of applicable law by Subscriber, any Subscriber's Affiliate, or any User; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; (d) Subscriber's breach of any of Subscriber's obligations, contractual or otherwise, that Subscriber may owe to Users as a result of, or in connection with, the use of Laserfiche Software, Laserfiche Content, Laserfiche Cloud, the Services Environment, or associated services or Support; (e) use of Third Party Content or Third-Party Services with Laserfiche Software, Laserfiche Cloud or the Services Environment; (f) a dispute between Subscriber, any Subscriber's Affiliate or any User, on the one hand, and any third-party; (g) a dispute between Subscriber or any Subscriber's Affiliate, on the one hand, and any User; or (h) an Excluded Claim. If we or any other Indemnified Party is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, Subscriber will also reimburse us for reasonable attorneys' fees, as well as the applicable Indemnified Party's employees', contractors', representatives' and agents' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We have the right to assume control of the defense and settlement of the claim at any time whenever it may affect our rights or intellectual property, directly or indirectly, at Subscriber's expense. However, Subscriber may, at Subscriber's expense: (a) use counsel of Subscriber's own choosing (subject to our written consent) to defend claims against Subscriber; and (b) settle the claim against Subscriber (but not against Laserfiche or any other Indemnified Party without our express written consent) as Subscriber deems appropriate, provided that Subscriber obtains our prior written consent before entering into any settlement, which shall not be unreasonably withheld. For the purposes of this subsection 4.9, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Parties arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

(b) Exceptions for Government and Quasi-Government Entities. If Subscriber is a governmental, quasi-governmental, or public entity, political subdivision, or public instrumentality (including, without limitation, state-supported educational institutions, public utilities, or special districts) that is unable, as a matter of applicable law, to provide the indemnification set forth in Section 4.9, then Section 4.9 shall not apply to Subscriber. However, Subscriber agrees that use of any Third-Party Content, Subscriber Content, Confidential Information, Third-Party Services, or other non-Laserfiche products, or services Subscriber provides, directly or indirectly, in connection with Laserfiche Software or Laserfiche Content will not infringe any third-party's patent, copyright or trademark or make unlawful use of any third-party's trade secret. In addition, Subscriber will not use our products or services in violation of any Laserfiche Documentation with respect to usage limitations and guidelines.

4.10 Changes. From time to time, we reserve the right to modify or enhance Laserfiche Software and the Services Environment with the objective of providing Subscriber with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to Subscriber. In addition, from time to time, we reserve the right to modify or enhance Laserfiche

Content.

5.0 Laserfiche Proprietary and Other Rights

5.1 Laserfiche Ownership Rights. All right, title and interest in and to Laserfiche Cloud, Laserfiche Software, Laserfiche Content, and Laserfiche's Confidential Information, and any modifications, enhancements and improvements thereto, including all Intellectual Property Rights therein, are and at all times shall remain the sole and exclusive property of Laserfiche and its licensors, and shall be subject to the terms and conditions of this Agreement. This Agreement does not convey any rights of ownership. No rights are granted hereunder other than as expressly set forth in Section 7 of this Agreement. No implied licenses are granted by us.

5.2 Feedback. Subscriber has no obligation to provide any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of the Services Environment, Laserfiche Cloud or any Laserfiche Software, or Laserfiche Content (collectively, "**Feedback**"). Subscriber grants us and our Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid license to use and incorporate into, and distribute as a part of, Laserfiche Cloud, Laserfiche Software, Laserfiche Content or any other products, services or content, any Feedback that Subscriber or Users voluntarily provide to Laserfiche or its Affiliates. Laserfiche has no obligation to respond to or use any Feedback. Notwithstanding anything in this Section, Laserfiche will not utilize such Feedback to imply endorsement by Subscriber from such Feedback unless explicit consent for such purposes has been obtained from Subscriber.

5.3 Administrative Tools & Administrative Information. Subscriber agrees that Laserfiche may use tools, scripts, software, and utilities (collectively, the "**Administrative Tools**") to monitor and administer Laserfiche Cloud, the Subscriptions, and the Services Environment, and to help resolve Subscriber's service requests. The Administrative Tools will not collect or store any of Subscriber Content residing in the Services Environment, except as necessary to provide Laserfiche Cloud, the Subscriptions, and the Services Environment and/or troubleshoot service requests or other problems with Laserfiche Cloud, the Subscriptions, and the Services Environment. Subscriber further agrees that information collected by the Administrative Tools (excluding Subscriber Content) ("**Administrative Information**") may also be used to assist in managing Laserfiche's product and service portfolio, to assist Laserfiche address deficiencies in its product and service offerings, and for license management and the management of Laserfiche Cloud, the Subscriptions, and the Services Environment. Laserfiche retains all Intellectual Property Rights in and to Administrative Information. If any rights in or to any Administrative Information vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Administrative Information to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

5.4 Service Analyses. Laserfiche may (i) compile statistical and other information related to the performance, operation and use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and (ii) use data from Laserfiche Cloud, the Subscriptions, and the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "**Service Analyses**"). Laserfiche may use such information for any commercial purpose in accordance with applicable law (including data protection laws), and may accordingly retain, use and disclose such information without restriction in accordance with applicable law. Laserfiche may make Service

Analyses publicly available; provided that Service Analyses will not incorporate Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, and Service Analyses do not constitute Personal Data. Laserfiche retains all Intellectual Property Rights in and to Service Analyses. If any rights in or to any Service Analyses vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Service Analyses to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

5.5 AI Tools. Laserfiche Software may include automation and artificial intelligence features, including machine learning, natural language processing, and third-party large language models, agentic functionality, and related technologies (collectively, “**AI Tools**”). This Section describes how Subscriber Content is processed in connection with AI Tools and clarifies the respective responsibilities of the parties.

(a) Optional Use. Use of AI Tools is optional. Subscriber determines whether and how to use AI Tools and remains responsible for its use of any Outputs generated through such tools and for any decisions or actions taken based on those Outputs.

(b) Use of Subscriber Content. If Subscriber elects to use AI Tools, Laserfiche may process Subscriber Content and Outputs solely as reasonably necessary to provide, operate, support and secure the AI Tools and the Laserfiche Software, in accordance with applicable law. For the avoidance of doubt, Laserfiche will not use Subscriber Content or Outputs to train, improve, or develop AI Tools, models, or algorithms for general commercial use or for the benefit of any party other than Subscriber.

(c) Operational Activities. Permitted processing may include monitoring, logging, testing, quality assurance, debugging, security and abuse prevention, and limited human review where reasonably necessary to support safety, reliability, or legal compliance. Laserfiche will make available Documentation describing the material functionality and intended operation of AI Tools as determined by Laserfiche in its reasonable discretion.

(d) Agent Actions and Authorization. Certain AI Tools may be configured to initiate, recommend, create, modify, execute, transmit or otherwise carry out actions within Laserfiche Cloud or integrated third-party systems (“**Agent Actions**”). Subscriber is solely responsible for determining whether Agent Actions are enabled, configuring approval workflows and authorization settings, and monitoring the use of Agent Actions. Unless expressly stated otherwise in applicable Documentation, Agent Actions operate using permissions, roles, authority, workflows, integrations and policies configured by Subscriber. Actions initiated by AI Tools at the direction of a User, or pursuant to authorization settings configured by Subscriber, will be deemed actions of Subscriber and its Users. Subscriber remains responsible for configuring and managing any approval, authorization, oversight or governance settings made available in connection with Agent Actions. Certain Agent Actions may require additional user approval or confirmation before execution, as determined by the applicable AI Tool, Documentation, or Subscriber configuration.

(e) Connected Systems and Third-Party Agents. Certain AI Tools may interact with Third-Party Services, integrations, APIs, connectors, workflows, external automation tools, AI systems, agents, or other systems enabled, configured, or approved by Subscriber (“**Connected Systems**”) and Laserfiche does not authorize AI Tools to establish connections to third-party systems except through integrations, connectors or interfaces made available or approved by Laserfiche. Subscriber is

responsible for the permissions, access rights, configurations, integrations and policies governing any Connected Systems it authorizes for use with the AI Tools. Subscriber is responsible for any third-party automation tools, AI systems, agents, or integrations it authorizes to access or interact with Laserfiche Cloud. Actions initiated through authorized Connected Systems will be deemed actions of Subscriber and its Users, except to the extent caused by a defect in the AI Tools or Laserfiche's breach of this Agreement. Laserfiche is not responsible for the availability, accuracy, security, functionality, or acts or omissions of any Connected System, or for changes made within a Connected System resulting from instructions, authorizations, workflows, or configurations established by Subscriber or its Users.

(f) AI Artifacts and Data Minimization. AI Tools and any configurations, models, workflows, prompts or other artifacts generated in connection with their operation (“**AI Artifacts**”) will not intentionally include Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, except as necessary to provide, operate, support or secure the AI Tools, functionality of Laserfiche Software and Laserfiche Cloud to Subscriber, or as otherwise expressly agreed in writing. For purposes of ownership under Section 5.5(i), AI Artifacts do not include Outputs, or configurations and workflows created by Subscriber or its Users.

(g) Deidentified and Aggregated Data. Laserfiche may retain and use deidentified or aggregated information derived from use of the AI Tools for internal analytics, service improvement, security, reliability, and research and development purposes, in accordance with applicable law. For clarity, nothing in this Agreement prohibits Laserfiche from using deidentified, aggregated, synthetic, or other information that does not identify Subscriber, its Users, or any individual, or information otherwise authorized by Subscriber, for model evaluation, testing, validation, safety, security, quality assurance, research, development, or improvement of Laserfiche products, services, AI Tools, models, or algorithms, in each case in accordance with applicable law.

(h) Outputs and Limitations. Outputs are produced through automated and probabilistic processes and may be inaccurate, incomplete, or unsuitable for Subscriber’s intended purpose. Unless expressly stated otherwise in the Documentation, Outputs are not reviewed or supervised by Laserfiche. Subscriber is responsible for reviewing and validating Outputs prior to use or reliance. Subscriber remains responsible for assessing the suitability of AI Tools for its intended use cases, including where AI Tools are configured to initiate, recommend, or execute actions automatically. For the avoidance of doubt, references to Outputs in this Section do not limit the application of Sections 5.5(d) and 5.5(e) relating to Agent Actions and Connected Systems.

(i) Ownership. As between the parties, Laserfiche retains all intellectual property rights in the AI Tools and AI Artifacts, to the extent constituting Laserfiche Software or Laserfiche Content. As between the parties, Subscriber retains all rights in its Subscriber Content and Outputs, subject to the licenses expressly granted under this Agreement.

(j) Third Party Large Language Models. To the extent AI Tools rely on third party large language models, Subscriber acknowledges that limited portions of Subscriber Content may be shared with such providers solely to enable and operate the AI Tools, subject to the providers’ applicable terms. Laserfiche will utilize commercially reasonable efforts to require that any Subscriber Content shared with third-party LLM providers is subject to confidentiality, security, and data protection obligations substantially similar to those set forth in this Agreement and the DPA.

5.6 Laserfiche API. To the extent Subscriber chooses to utilize the Laserfiche API functionality, the Laserfiche API License Agreement is hereby incorporated by reference. A copy of the API License Agreement is available upon request.

6.0 Term; Termination. This Agreement commences on the Effective Date and continues until all of Subscriber's Laserfiche Cloud Subscriptions have expired or have been terminated.

6.1 Term of Purchased Subscriptions. The term of each Subscription will be as specified in the applicable order (a "**Subscription Period**"). With respect to each Subscription, except for Evaluation Products (see Section 7.2), the Subscription Period will automatically renew for one year, effective on the first day after the end of the previous Subscription Period (the "**Renewal Date**"), unless Subscriber gives us written notice of Subscriber's election not to renew that Subscription ("**Notice of Non-Renewal**") at least 30 days before the Renewal Date. Subscriptions for which Subscriber has given Notice of Non-Renewal will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription Period. The per-unit pricing during any renewal Subscription Period will be at Laserfiche's then-current pricing for that Subscription on the Renewal Date.

6.2 Termination for Cause. Without prejudice to any other remedies, each party will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within 20 days after receiving written notice of such breach, provided, that the period to cure a breach with respect to Subscriber's payment obligations will be 10 days after receipt of written notice. Material breaches include non-payment or any violation of law or the confidentiality obligations set forth in Section 14.

6.3 Access Post Termination. Upon Subscriber's written request prior to termination of this Agreement, Subscriber will have 30 days immediately following termination (the "**Wind Down Period**") to export or download Subscriber Content. Subscriber will be charged our then-current rates for downloading Subscriber Content during the Wind Down Period. For clarity, during the actual Subscription Period, and subject to compliance with this Agreement, Subscriber may retrieve and download its own Subscriber Content at no additional charge. After the Wind Down Period, we will have no obligation to maintain or provide any of Subscriber Content at any time and reserve the right to delete or destroy Subscriber Content in connection with Subscriber's Account or that is otherwise in our possession or control, unless prohibited by law.

6.4 Miscellaneous. From and after termination or expiration of this Agreement: (i) except for the licenses granted in Sections 5 and 7 and, subject to Section 6.3, all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Agreement will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties; and (iii) all fees and any other monies due to Laserfiche by Subscriber will become immediately due and payable. Without limiting Section 6.4(ii), the following Sections shall survive any termination or expiration of this Agreement: 1, 3 (to the extent Subscriber owes us any fees as of termination or expiration of this Agreement), 4, 5, 6.3, 6.4, 7.3, 9, and 10 through 19.

7.0 Limited License Grants by Laserfiche

7.1 Limited License Grants

7.1.1 Cloud Components. Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to: (a) access and use those Cloud Components made available by Laserfiche in

the Services Environment, and (b) download, install and execute Cloud Client Components solely on servers owned or operated by or for Subscriber for the purpose of interacting with the Services Environment. The foregoing licenses are limited to the Cloud Components included within the Subscription and Subscriber may not use the Cloud Components except in accordance with this Agreement and in conjunction with Subscriber Content that complies with this Agreement. Subscriber's right to use all Cloud Components will terminate upon on the date on which Subscriber's right to use Laserfiche Cloud ends.

7.1.2 Laserfiche Content. Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to access and use within the Services Environment, or download, reproduce and use solely on servers owned or operated by or for Subscriber, Laserfiche Content in each case solely in connection with Subscriber's use of Laserfiche Cloud. Subscriber's right to use Laserfiche Content will terminate upon the date on which Subscriber's right to use Laserfiche Cloud ends.

7.2 Evaluation License. Subscriber's use of any Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by Subscriber's employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Evaluation Product to prospective licensees or evaluation and testing of the Evaluation Product for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any service level provided in Section 4.5 and warranty provided in Section 10) of any kind, express or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. Subscriber may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Subscriber's receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section 7.2), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to Subscriber for any use of the Evaluation Product. Subscriber authorizes Laserfiche and its Affiliates, and their respective sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas Subscriber or any User provides to us in connection with Subscriber's use of the Evaluation Product. In addition to the restrictions set forth in this Section 7.2 and this Agreement, Subscriber shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this Agreement, all other provisions stand and remain unaltered. Laserfiche reserves the right to terminate the licenses granted under this Section 7.2 with respect to any Evaluation Product prior to the end of the Evaluation Period for any breach of this Agreement or other cause. At the end of the Evaluation Period, Subscriber's access to the Evaluation Product will be automatically terminated, with or without notice, unless Subscriber elects to license the services on a paid subscription basis at least two business days prior to the end of the Evaluation Period. This Section shall apply only with respect to Evaluation Products.

7.3 Unauthorized Use or Misuse of Laserfiche Cloud, Laserfiche Software, or Laserfiche Content. Neither Subscriber nor any User may use Laserfiche Cloud or any Subscription in any manner or for any purpose other than as expressly permitted by this Agreement. Without limiting the foregoing, Subscriber may not nor shall Subscriber allow any third-party (including any User) to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Laserfiche Software or Laserfiche Content; (b) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, disassemble, or decompile any Laserfiche Software or apply any other

process or procedure to derive the source code of any Laserfiche Software; (c) access, download or use any Laserfiche Software in a way intended to avoid incurring fees or exceed usage limits or quotas; or (d) access, download, or use Laserfiche Software or Laserfiche Content in any manner or for any purpose other than as expressly permitted by this Agreement. All licenses granted to Subscriber in this Agreement are conditioned on Subscriber's continued compliance with this Agreement, and such licenses will terminate in accordance with this Agreement if Subscriber does not comply with any term or condition of this Agreement. During and after any Subscription Period, Subscriber will not assert, nor will Subscriber authorize, assist, or encourage any third-party to assert, against us or any of our Affiliates, Laserfiche Solution Providers, Hosting Provider, Laserfiche authorized resellers, or our licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud or any Laserfiche Software or Laserfiche Content. Subscriber may not use any trademark of Laserfiche without our express, prior written permission.

8.0 Data Protection; Data Center Region

8.1 The DPA, terms of which are incorporated herein by reference, is available [here](#). The DPA describes the parties' respective roles for the processing and control of Personal Data that Subscriber provides to Laserfiche as part of subscribing to Laserfiche Cloud. Subscriber acknowledges that Subscriber has reviewed a copy of the current DPA.

8.2 To the extent Subscriber Content includes Personal Data (as defined in the DPA), Subscriber agrees that Subscriber will be the data controller and Laserfiche will be the data processor. The parties will comply with the applicable DPA associated with Subscriber's Account, unless otherwise stated in Subscriber's order.

8.3 Laserfiche will provide production and failover systems in the Data Center Region. Laserfiche and its Affiliates may perform certain aspects of Laserfiche Cloud, such as high level service administration and support, as well as other services (including professional services and disaster recovery), from locations worldwide. If Subscriber is a United States based governmental, quasi-governmental, or public entity, political subdivision, or public instrumentality (including, without limitation, state-supported educational institutions, public utilities, or special districts) unable, as a matter of applicable law to agree, the foregoing shall not apply, and Subscriber's Services Environment will reside solely in a data center (and Data Center Region) located within the United States of America.

9.0 Infringement Indemnification. Laserfiche will defend, at its own expense, any claim or action against Subscriber or its Affiliates brought by a third-party to the extent that the action is based upon a claim that the Laserfiche Software or Laserfiche Content infringes any copyrights or misappropriate any trade secrets of such third-party, and Laserfiche will pay those costs (including reasonable attorneys' fees) and damages finally awarded against Subscriber or its Affiliates in any such action that are specifically attributable to such claim or those costs (including reasonable attorneys' fees) and damages agreed to by Laserfiche in a monetary settlement of such action. The foregoing obligations are conditioned on Subscriber notifying Laserfiche promptly in writing of such action, giving Laserfiche sole control of the defense thereof and any related settlement negotiations, and at Laserfiche's reasonable request and expense, cooperating and assisting in such defense. If the Laserfiche Software or Laserfiche Content becomes, or in Laserfiche's opinion is likely to become, the subject of an infringement claim, or if Laserfiche is enjoined or, in Laserfiche's opinion is likely to be enjoined, from making available any Laserfiche Software or Laserfiche Content, or Laserfiche Cloud, Laserfiche may, at its option and expense, either (a) procure for Subscriber the right to continue exercising the rights licensed hereunder with respect to Laserfiche Cloud or such Laserfiche Software or Laserfiche Content; (b) replace or modify the Laserfiche Software or Laserfiche Content so that Laserfiche Cloud or such

Laserfiche Software or Laserfiche Content, becomes non-infringing; or (c) refund to Subscriber any fees paid in advance by Subscriber for any unused portion of the then-current Subscription Period for Laserfiche Cloud that relates to the infringing Laserfiche Software or Laserfiche Content, whereupon Laserfiche may terminate the applicable Subscription(s) upon written notice to Subscriber. Notwithstanding the foregoing, Laserfiche will have no obligation under this Section or otherwise with respect to any infringement or misappropriation claim (each, an “**Excluded Claim**”) (i) based upon the use of a superseded release of the Laserfiche Software or Laserfiche Content, if the claim would have been avoided by the use of the current release, (ii) that is pending or threatened against Subscriber as of the Effective Date, (iii) based upon any modification of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content by any person other than Laserfiche, (iv) based upon the use, operation, or combination of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content with software programs, data, equipment, materials or business processes not provided by Laserfiche, if the claim would have been avoided by the use of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content without such software programs, data, equipment, materials, or business processes, (v) based upon Subscriber Content, or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment if the claim would not have arisen but for Subscriber Content or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment, or (vi) based upon or in relation to the use of any Evaluation Product. This Section states Laserfiche’s entire liability and Subscriber’s sole and exclusive remedy for infringement and misappropriation claims and actions. Subscriber may participate and retain its own counsel at its own expense. For the purposes of this Section 9, costs (including reasonable attorneys’ fees) and damages finally awarded against Subscriber or its Affiliates as a result of a relevant third-party claim shall be deemed to be suffered by Subscriber directly.

10.0 Disclaimers

10.1 WITHOUT LIMITING LASERFICHE’S SLA OBLIGATIONS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT WARRANT THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, OR SERVICES PROVIDED BY US OR OUR AFFILIATES WILL BE PROVIDED OR PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS, OR THAT ANY OF THE FOREGOING WILL MEET SUBSCRIBER’S REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM SUBSCRIBER CONTENT, THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES. AI TOOLS AND AI ARTIFACTS ARE EXCLUDED FROM THE SLA AND ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THE SLA ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF LASERFICHE CLOUD AND THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES.

10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS), MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, OR NON-INFRINGEMENT, REGARDING LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

10.4 NOTWITHSTANDING LASERFICHE'S USE OR INTEGRATION OF APIS PROVIDED BY THIRD PARTIES ("THIRD PARTY APIS") IN CONNECTION WITH SUBSCRIBER'S USE OF THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES, WE ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES THAT ARISE FROM SUBSCRIBER'S USE OF SUCH THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, OR THIRD PARTY APIS, (B) ANY ERRORS, INACCURACIES, INCOMPLETENESS, NON-AVAILABILITY OR INTERRUPTIONS, CORRUPTION, OF OR IN THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, OR THIRD PARTY APIS, OR (C) ANY CHANGES TO THE FEATURES OR SPECIFICATIONS, OF ANY SUCH THIRD-PARTY SERVICES, THIRD PARTY CONTENT, OR THIRD PARTY APIS. LASERFICHE IS NOT OBLIGATED TO MAINTAIN OR SUPPORT ANY THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES. SUBSCRIBER ASSUMES ALL RISK ARISING FROM THE USE OF ANY SUCH THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES.

11.0 Limitations of Liability

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY SUBSCRIBER, SUBSCRIBER'S AFFILIATES, AND USERS, AND ANYONE ELSE, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES SUBSCRIBER PAYS LASERFICHE FOR THE APPLICABLE SUBSCRIPTION GIVING RISE TO THE LIABILITY LIMITED TO THE AMOUNT ACTUALLY PAID DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUBSCRIBER PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION 11.2 SHALL NOT APPLY TO CLAIMS ARISING OUT OF

LASERFICHE'S WILLFUL MISCONDUCT OR FRAUD.

12.0 Basis of Bargain. The warranty disclaimers in Section 10 and limitations of liability set forth in Section 11 are fundamental elements of the basis of the agreement between Laserfiche and Subscriber. The limitations of liability in Section 11 shall apply notwithstanding the failure of any essential remedy. Laserfiche would not be able to provide Laserfiche Cloud, the Cloud Components and the Services Environment on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche's representatives.

13.0 Modifications to Additional Policies and the Agreement. Subscriber agrees that we or our Affiliates may modify this Agreement or any Additional Policy at any time by posting a revised version of the Agreement or such Additional Policy on the Laserfiche Site or by notifying Subscriber through Subscriber's Laserfiche Cloud administrator interface or at the e-mail address associated with Subscriber's Account. The revised terms of the Agreement or Additional Policy, as applicable, will be effective upon, and deemed to be incorporated into this Agreement as of, the earlier to occur of (a) 30 days after posting or notification, or (b) if we provide a mechanism for Subscriber's immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, Subscriber's acceptance. By continuing to use or receive Laserfiche Cloud, the Services Environment, or any Cloud Component, after the effective date of any revisions to the Agreement or such Additional Policy, Subscriber agrees to be bound by the revised Agreement or Additional Policy, as applicable. Any other modification of this Agreement must be in writing and executed by both parties.

14.0 Confidentiality and Publicity. Each party will use each other's Confidential Information only as permitted under this Agreement. Neither party will disclose the other party's Confidential Information during the Subscription Period or at any time during the seven-year period following any termination or expiration of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, to the extent permitted by law, it will not disclose such information without first giving the disclosing party at least 5 business days' notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party's Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Cloud without the other party's prior written authorization and approval of the content of the proposed statement or communication.

15.0 Force Majeure. Neither party will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Subscriber's obligation to pay us for Subscriber's Subscriptions.

16.0 No Intended Third-Party Beneficiaries. This Agreement does not create or intend any third-party beneficiary rights in any individual or entity that is not a party to this Agreement, except as otherwise expressly provided in this Agreement.

17.0 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to Laserfiche Cloud. These export laws govern the use of Laserfiche Cloud (including technical data) and any deliverables provided under this Agreement, and Subscriber agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-

export” regulations). Subscriber agrees that no Laserfiche Software or Laserfiche Content, may be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. Subscriber acknowledges that Laserfiche Cloud is designed with capabilities for Subscriber and Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Subscriber Content between Laserfiche Cloud and other locations. Subscriber is solely responsible for the authorization and management of User Accounts across geographic locations, as well as export control and geographic transfer of Subscriber Content.

18.0 Notice

18.1 At all times Subscriber must provide us with a current e-mail address that Subscriber wishes to be associated with Subscriber’s Account and to which we may give Subscriber any notice required by this Agreement. We may give Subscriber notice under this Agreement by: (a) sending a message to the e-mail address associated with Subscriber’s Account; or (b) sending or posting an electronic message to Subscriber via Laserfiche Cloud; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices we provide by e-mail, electronic messaging, or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received. Subscriber will be deemed to have received any e-mail sent to the e-mail address then associated with Subscriber’s Account when we send the e-mail, whether or not Subscriber actually receives the e-mail. For clarity, the parties shall provide written notices via Section 18.1(c) or (d) as well as any (a) and/or (b) notices to each other for purpose of notice of a formal legal proceeding.

18.2 To give us notice under this Agreement, Subscriber must contact Laserfiche by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity Subscriber contracted with, attention Legal Department, at the address specified for such Laserfiche entity on the Laserfiche Site. Subscriber may also notify us by sending an e-mail to notices@laserfiche.com directed to the attention of the Legal Department, provided that Subscriber shall also provide a copy of such notification using the methods described in the foregoing sentence. We may update the e-mail address or address for notices to us by posting a notice on the Laserfiche Site or giving Subscriber notice in accordance with subsection 18.1. Notices will be effective on the second business day following their receipt by Laserfiche.

19.0 Miscellaneous

19.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained in this Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this Agreement.

19.2 Entire Agreement and Order of Precedence. This Agreement, along with the applicable order, and the Additional Policies, is the entire agreement between us regarding Subscriber’s use of Laserfiche Cloud Subscriptions and the Services Environment, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Cloud Subscription and the Services Environment. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable order, but solely with respect to the Laserfiche Cloud Subscriptions and the Services Environment, (2)

this Agreement, and (3) the Additional Policies. Any additional or different terms proposed by Subscriber in any purchase order or communication shall be deemed material, are objected to, and are hereby rejected except to extent specifically set forth in an order or accepted in writing by an authorized representative of Laserfiche. Any agreement between Subscriber and Laserfiche's Solution Provider, authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the applicable order, or any Additional Policy, and (b) does not create obligations for, or otherwise bind, Laserfiche.

19.3 Limitation on Actions. To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this Agreement, its terms or conditions, including the SLA, or arising out of its performance or breach, whether in contract or tort, must be instituted by Subscriber against us within one (1) year after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Accordingly, Subscriber waives the benefit of any statute of limitations which specifies a period longer than one (1) year for filing an action or proceeding.

19.4 Governing Law, Arbitration, Jurisdiction and Venue.

19.4.1 This table identifies the law that governs the Agreement and the specific arbitration venue that has exclusive jurisdiction over any claim arising under this Agreement. Except as otherwise specified below, Subscriber and Laserfiche agree to arbitrate any and all disputes in any way related to this Agreement by final and binding arbitration as set forth below. Subscriber further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in this Agreement will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this Agreement. The prevailing party in any suit will recover its reasonable attorneys' fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Subscriber's address</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3443 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean or any other territory or country not captured by entities below	State of California, United States of America	The arbitration will be heard at American Arbitration Association ("AAA") offices in Los Angeles County, California in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Inc. 1 Valleybrook Drive, Unit 102, North York, Toronto, Ontario M3B2S7 CANADA (FOR DIRECT SALES) Compulink Management Center, Inc. 3443 Long Beach Blvd. Long Beach, CA 90807 USA (FOR SALES THROUGH CANADIAN RESELLERS)	Canada	Province of Ontario, Canada	Arbitration will be heard in Toronto, Canada in accordance with the Canadian Arbitration Association Expedited Arbitration Rules and shall proceed in accordance with the provisions of the Arbitration Act (Province of Ontario).
Laserfiche International Limited 2301, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
Laserfiche Ireland Ltd 70 Sir John Rogerson's Quay Dublin 2 DO2 R296 IRELAND	United Kingdom, European Economic Area (EEA), and Eastern Europe as well as Middle East and Africa (MENA/SSA)	Laws of the Republic of Ireland	The arbitration will be heard in Dublin, Ireland at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

19.4.2 Exception for Government and Quasi-Government Entities. If Subscriber is a governmental, quasi-governmental, or public entity, political subdivision, or public instrumentality (including, without limitation, state-supported educational institutions, public utilities, or special districts), subsection 19.4.1 above shall not apply. If Subscriber is a federal government entity, this Agreement is governed by the laws of the country set forth above for such locality, and if Subscriber is a provincial, state or local government or quasi-governmental or public

instrumentality, this Agreement is governed by the laws of its province or state, as applicable. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

19.5 Legal Effect. This Agreement describes certain legal rights. Subscriber may have other rights under the laws of Subscriber's province, state, or country. This Agreement does not change Subscriber's rights under the laws of Subscriber's province, state, or country if the laws of Subscriber's province, state, or country do not permit it to do so. This includes the Freedom of Information Act (FOIA) (United States) or Access to Information Act (ATIA) (Canada) and related or equivalent regulations, as applicable.

19.6 Assignment. Neither this Agreement, nor the rights or obligations arising under this Agreement, are assignable by Subscriber, and any such attempted assignment or transfer shall be void and without effect. We may assign, novate or transfer this Agreement without Subscriber's consent (and Subscriber consents in advance to any such novation by us). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19.7 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" or "include(s)" means "including but not limited to." Subscriber agrees that this Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this Agreement (and any applicable order or Additional Policy, amendment, or notice submitted hereunder) will be in English. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

19.8 Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to the transmittal of notices and execution of additional documents, if any, related to this Agreement.

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LASERFICHE® SOFTWARE AND PHASE 1 SOW CONTRACT

This Laserfiche® Software and Phase 1 Statement of Work (SOW) Contract Agreement (“**Agreement**”) effective as of 9/28/2026 (“**Effective Date**”) is entered into by and between Digital Age Tech Consultants, LLC (“**Solution Provider**”) with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the Town of Dundee, Florida (“**Client**”) with a physical address of 202 East Main Street, Dundee, FL 33838 (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and the services provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

1. Laserfiche® Cloud Solution – Starter Tier System – Terms and Conditions

A. Defined – The Laserfiche® Cloud Solution (“**Package**”) is the deliverable from the Solution Provider to the Client. The Client agrees to purchase the Package through the Solution Provider at an initial annual cost of \$3,320.25 (“**Software Amount**”) for a one-year term, commencing on 11/9/2026 (“**Start Date**”) and concluding on the renewal date of 11/8/2027 (“**Renewal Date**”).

B. Package – The Package includes the following line items:

- I.** One Repository
- II.** 5 Full Users – each Full User gets 100 GBs of Storage. This equals a total of 500 GBs of Storage in the Laserfiche® Cloud Solution
- III.** Web, Mobile, and Desktop Clients
- IV.** Laserfiche® Scanning
- V.** Laserfiche® Snapshot
- VI.** Laserfiche® Import Agent with Email Archiving
- VII.** Starter Audit Trail
- VIII.** Direct Share

- IX. Microsoft 365 Integration with Simultaneous Co-Authoring
- X. Microsoft Teams Integration

C. Payment Terms and Conditions – The Client shall remit payment of the full Software Amount of the Package to the Solution Provider before the licenses can be activated for use. Payment should be completed no later than five business days prior to the Start Date. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider’s business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in this Agreement are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

D. Renewal and Cancellation Terms and Conditions:

- I. Automatic Renewal** – The Package will automatically renew for one-year increments after the Renewal Date unless the Client provides a cancellation notice to the Solution Provider at least 45 days before the respective end term. 45 days before the respective Renewal Date, the Solution Provider will send an auto-invoice to the Client.
- II. Renewal Amount and Adjustments** – The Client agrees to pay the renewal amount for each respective renewal term to the Solution Provider. The renewal amount may be adjusted annually to reflect increases in the U.S. inflation rates and the Consumer Price Index (CPI). Additionally, any price increases imposed by Laserfiche® Corporate (“**Manufacturer**”) will be passed along to the Client.
- III. Impact of Package Modifications** – Modifying the Package, such as expanding or downgrading, will impact the renewal cost. Expanding the Package (e.g., adding users or software components) increases the renewal cost and associated late fees. Downgrading, if possible, may result in a decreased renewal cost, affecting late fees accordingly.
- IV. Cancellation Process** – The Client can initiate the cancellation process by sending an email to info@jointhedigitalage.com. The Client must send the cancellation notice 45 days before the respective Renewal Date. Once

the Client cancels, the Package will cease to function beyond the respective end term.

V. Late Cancellation Fees – If the Client provides a cancellation notice within 45 days of the respective end term date, they will incur fees equal to 10% of the value of the Package at the time of the respective renewal term.

VI. Record-Keeping – Both Parties agree to maintain accurate records of renewals, modifications, payments, and communications related to the renewal of the Package throughout the lifetime of this Agreement.

E. Laserfiche® Cloud Subscription Agreement Acknowledgement – The Client is subscribing to the rights to use the Package. It's important to note that the Client does not own the Package. When procuring the Package, the Client agrees to the "Laserfiche® Cloud Subscription Agreement" as part of the activation process. The Solution Provider has provided the Client with a copy of the "Laserfiche® Cloud Subscription Agreement" document via email during the contract phase. The Client acknowledges that they have received and read this document. Furthermore, the Client agrees to the terms of the "Laserfiche® Cloud Subscription Agreement" before signing this Agreement. Upon activation of the Package, the Client will receive an email with an activation link on the Start Date. The Client will go through a click-through process to digitally accept the terms of the "Laserfiche® Cloud Subscription Agreement" and activate the Package.

F. Laserfiche® Service Level Agreement and DPA Acknowledgement – The Solution Provider provided a copy of the "Laserfiche® Service Level Agreement" and the "Laserfiche® DPA Agreement" document to the Client via an email during the contract phase. The Client acknowledges that they have a copy of the "Laserfiche® Service Level Agreement" and the "Laserfiche® DPA Agreement" document and they read the document. On top of that, the Client agrees to the terms of these documents before signing this Agreement.

2. Statement of Work (SOW) Phase 1 - Terms and Conditions

A. Defined – In this Agreement, the Statement of Work (“**SOW**”) outlines the professional and implementation services related to the Package. The Solution Provider will primarily handle the SOW work for the Client, and in certain cases, the Client will cooperate in good faith with the Solution Provider in completing the work jointly.

B. SOW Breakdown and Pricing – Below is the breakdown on implementing the Package:

I. Activating the Laserfiche® Cloud Solution, Provide Initial Setup, Testing, and User Training – (10 Hours)

Statement of Work (SOW) Pricing			
Product	Hours	Rate	Total Cost
Professional Services Hours Initial Setup and Training	10	\$175	\$1,750
Government Agency Discount Off of Phase 1 Only	10	-\$10	-\$100
Total Cost			\$1,650

C. Payment Terms and Conditions – The Client shall remit payment for a value equal to five hours’ worth of the SOW to the Solution Provider. Payment should be completed no later than five business days prior to the Start Date so the initial setup can be facilitated. The remaining payment structure for the SOW will be calculated incrementally as hours are expended. The Solution Provider and the Client will conduct periodic meetings to track the hours expended on the SOW, which will be documented and tracked by both Parties. Invoices will be issued by the Solution Provider to the Client once specific milestones are reached. Payment for these invoices will be Net 30. The Client can pay the

Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868.

- D. Project Delivery Assurance** – If Phase 1 is completed before all allocated hours are utilized, the Client has the option to carry over the remaining hours for use in future projects, such as Phase 2 or a modifications/change order SOW. In the event that the hours required for Phase 1 exceed the initial allocation, the Solution Provider will complete the remaining portion of the SOW at no additional cost.
- E. Change Order Process** – Any changes to the scope, specifications, or deliverables of the services will be governed by the Master Services Agreement (“MSA”). The Solution Provider provided a copy of the MSA contract to the Client via an email during the contract phase. The Client acknowledges having received and read the MSA contract. Additionally, both Parties need to have the MSA contract signed and executed while this Agreement is active. The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.
- F. Scope Creep Prevention** – The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.
- G. No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.
- H. Customer Support** – Customer support details, including service hours and a structured issue resolution framework, will be outlined within the MSA.

3. Intellectual Property Rights

- A. Client Data and Content** – The Client shall retain all rights, title, and interest in any data, content, or materials provided by the Client for use in the Package. The Solution Provider acknowledges that it requires no rights, title, or interest

in the Client's data or content, except for the limited right to use such data to provide the professional services described in this Agreement and the SOW.

- B. Laserfiche® Cloud Solution** – The Solution Provider represents and warrants that it has the right to provide the Client with access to the Package. The Client is using a limited, revocable, non-exclusive, non-sublicense, and non-transferable license to use the Package until the Client cancels, or until such time as the Solution Provider, at its discretion, revokes or terminates the license.
- C. Third-Party Software and Licenses** – The Solution Provider may utilize third-party software, tools, or services as part of the Package or in the course of providing services to the Client. The Client acknowledges that the Solution Provider may integrate or rely on third-party software to enhance the functionality of the Package.
- D. Licensing and Ownership** – The Client acknowledges that any third-party software used by the Solution Provider is subject to the terms and conditions of the respective software license and agreements. Ownership of such third-party software remains with the respective third-party licensors. The Solution Provider will ensure the Client's awareness of any third-party software licenses that are relevant to the services being provided.
- E. Client's Responsibility** – The Client is responsible for adhering to the terms and conditions of any third-party software licenses. The Solution Provider shall not be held liable for any breaches or non-compliance with third-party softwares/licenses by the Client. The Client is responsible for promptly informing the Solution Provider of any breaches or potential breaches of third-party software licenses to allow for timely resolution. The Client is also responsible for obtaining and maintaining any required licenses and paying any associated fees for third-party software if applicable.
- F. Limitation of Liability** – The Solution Provider's liability regarding third-party software is limited to providing reasonable assistance and support in accordance with the terms of this Agreement. The Client understands that the Solution Provider may not have any control over third-party software updates, availability, and support.
- G. Updates and Changes** – The Client agrees to cooperate with the Solution Provider in applying updates or changes to the Package that may be necessary

to maintain compatibility with third-party software or to enhance the Package's functionality.

- H. Vendor Relations** – In the event the Client wishes to enter into direct relationships or agreements with third-party software vendors, the Solution Provider may provide information or facilitate introductions, but the Client is solely responsible for negotiating, contracting, and managing such relationships. Any direct relationships or agreements between the Client and third-party software vendors do not relieve the Client of its obligations under this Agreement.
- I. Open-Source Software** – The Solution Provider may utilize open-source software as part of the Package. The Client shall adhere to the terms and conditions of any open-source licenses governing such software.
- J. Protection of Intellectual Property** – The Client and the Solution Provider agree to take reasonable measures to protect each other's intellectual property rights and proprietary information throughout the term of this Agreement and beyond its termination. Both Parties shall treat such information as confidential and shall not disclose or use it for any purpose other than the performance of their obligations under this Agreement.

4. Confidentiality

- A. Defined** – “Confidential Information” refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.
- B. Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.
- C. Permitted Disclosures** – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate

need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

D. Exceptions – The obligations of confidentiality shall not apply to information that:

- I.** Was publicly known or in the public domain before its disclosure.
- II.** Becomes part of the public domain through no fault of the receiving Party
- III.** Was in the receiving Party's possession prior to the disclosure
- IV.** Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information
- V.** Is required to be disclosed by law, regulation, or court order

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

E. Return or Destruction of Information – Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

5. Liability and Warranty

A. Defined – The Solution Provider's liability under this Agreement is limited to direct damage and shall not exceed the total fees paid by the Client to the Solution Provider under this Agreement, including any renewals, during the 12

months immediately preceding the event giving rise to the claim in U.S. Dollars. The Solution Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits or revenue, loss of data, loss of business opportunity, or cost of procurement of substitute of goods or services arising out of or related to this Agreement.

B. No Warranty – The Solution Provider makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Package and services are provided “as-is.” The Client acknowledges that software may have limitations, and the Solution Provider does not guarantee error-free or uninterrupted operation of the Package.

C. Client’s Obligations – The Client acknowledges that the effectiveness of the Package and services depends on the Client’s proper use and management of the software, data, and security measures. The Client agrees to fulfill its operations, including performing its own data backups, as necessary to optimize the effectiveness of the solution and to ensure data security.

D. Indemnification

I. Indemnification by Client – The Client agrees to indemnify, defend, and hold harmless the Solution Provider, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney’s fees and costs), and demands arising out of or in connection with the Client’s actions, omissions, use or misuse of the Package and services, a violation of applicable laws or regulations by the Client, or a breach of any representation or warranty under this Agreement.

II. Indemnification by Solution Provider – The Solution Provider agrees to indemnify, defend, and hold harmless the Client, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney’s fees and costs), and demands arising out of or in connection with the Solution Provider’s actions, omissions, negligence or willful misconduct in providing the Package and services, or a breach of any representation or warranty under this Agreement.

- III. Procedure** – The indemnified Party shall promptly, and in no event later than 14 days after becoming aware of any claim, action or demand, notify the indemnifying Party in writing of such claim, action, or demand subject to indemnification. The indemnifying Party shall have the right to assume the defense and settlement of any such claim with counsel reasonably acceptable to the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense and settlement of the claim.
- IV. Limitations** – The indemnification obligations provided herein shall apply throughout the term of this Agreement, including any renewal periods.
- V. Exceptions** – The limitations on indemnification provided herein do not apply to the extent prohibited by applicable law.

6. Data Security, Compliance, and Client Data Handling

- A. Data Security** – The Solution Provider shall implement reasonable and industry-standard security measures, including but not limited to encryption and access controls, to protect the Client's data from unauthorized access, disclosure, alteration, or destruction. The Solution Provider shall regularly monitor, assess, and update these security measures to maintain the confidentiality and integrity of the data.
- B. Compliance** – The Solution Provider shall adhere to applicable data protection and privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA) as it pertains to the processing of personal data. The Solution Provider shall assist the Client in meeting its compliance obligations under these laws as applicable.
- C. Client's Responsibilities** – The Client shall ensure that any data provided to the Solution Provider is compliant with applicable data protection laws. The Client shall also be responsible for maintaining the security and confidentiality of any access credentials provided by the Solution Provider.
- D. Data Breach Notification** – In the event of a data breach affecting the Client's data, the Solution Provider shall promptly notify the Client in accordance with applicable laws. The Solution Provider shall do the following:

- I.** Notify the Client within 72 hours of becoming aware of a data breach
 - II.** Provide details about the nature of the breach, types of data affected, and any mitigation steps taken, all in accordance with applicable laws
- E. Third Parties** – The Solution Provider shall ensure that any third parties with access to the Client’s data are bound by appropriate data protection and confidentiality obligations.
- F. Data Sharing with Manufacturer** – The Client acknowledges and agrees that only necessary contact information will be shared with the Manufacturer for the purpose of facilitating orders, billing, and related communications. This contact information includes but is not limited to the Client’s name, address, contact persons’ names, phone numbers, and email addresses.
- G. Manufacturer Outreach** – The Client consents to the Manufacturer reaching out as necessary for matters related to but is not limited to orders, billing, announcements, promotional offers, alerts, confirmations, surveys, and/or other general communications about the Manufacturer’s software solution offering. The Solution Provider may also facilitate such communication on behalf of the Manufacturer when deemed appropriate to ensure efficient coordination. Such outreach will only occur when necessary for specific purposes like but not limited to important updates, announcements, and alerts.
- H. Data Protection** – The Solution Provider shall handle the Client’s data in compliance with applicable data protection and privacy laws, and any shared data shall be used solely for the purpose within this Agreement.
- I. Confidentiality** – Any data shared with the Manufacturer shall be treated as confidential and used exclusively for the purposes outlined in this section. An exception will be made only through written authorization from the Client to the Manufacturer to disclose Confidential Information to the public in the case of a case study or marketing effort.
- J. Opt-Out** – The Client may opt-out of direct outreach from the Manufacturer by providing written notice to the Solution Provider via an email to info@jointhedigitalage.com. The Solution Provider shall promptly convey the Client’s preference to the Manufacturer.

K. Exclusions – The Solution Provider’s obligations under this section do not extend to the security or compliance of data that is not hosted or managed by Package.

7. Survivability

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive the termination. These provisions include, but are not limited to, Intellectual Property Rights, Confidentiality, Liability and Warranty, and Security, Compliance, and Client Data Handling, and any other provisions necessary for the interpretation or enforcement of this Agreement.

8. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

9. Force Majeure

Neither Parties shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (“**Force Majeure Event**”).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties’ obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party

shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

11. Dispute Resolution

- A. Mediation** – In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.
- B. Arbitration** – If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.
- C. Arbitrator Selection** – The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.

- D. Costs and Fees** – The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.
- E. Enforceability** – The arbitrator’s decision shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.
- F. Recovery of Fees by Prevailing Party** – If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys’ fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

12. Miscellaneous

- A. Amendments** – This Agreement may only be modified in writing and signed by both Parties.
- B. Assignment** – Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party’s ownership.
- C. Waiver** – The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.
- D. Notices** – All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.
- E. Headings** – The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

- F. Execution** – This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.
- G. Language** – This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.
- H. Legal Representation** – The Parties acknowledges that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.
- I. Electronic Communication** – The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the “Addresses for Notices” section.
- J. Third Parties** – Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.
- K. Incorporation** – The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC
(“Solution Provider”)

Town of Dundee, Florida
(“Client”)

Signed for and on behalf of
 Digital Age Tech Consultants, LLC

Signed for and on behalf of
 Town of Dundee, Florida

By: _____
 Name: Tim Yuniskis
 Title: Vice President of Business Strategy

By: _____
 Name: Erica Anderson
 Title: Town Clerk

Date: _____

Date: _____

Addresses for Notices:

If to Solution Provider:

Attention: Tim Yuniskis

Digital Age Tech Consultants, LLC

1100 W. Town and Country Rd., Suite 1250

Orange, CA 92868

tim@jointhedigitalage.com

If to Client:

Attention: Erica Anderson

Town of Dundee, Florida

202 East Main Street

Dundee, FL 33838

eanderson@townofdundee.com

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-123865-1
8/31/2026 9:58 AM
10/1/2026

Client:
Town of Dundee, FL

Bill To:
DUNDEE TOWN, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Angelique Mansell	(843) 829-4562	angelique.mansell@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 5,300.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package	USD 0.00

Initial Term	10/1/2026 - 9/30/2028, Renewal Term 10/1 each calendar year		
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.		
	Annual Subscription	One Time Fees	Annual Total
Year One	USD 5,032.20	USD 0.00	USD 5,032.20
Year Two	USD 5,300.00		USD 5,300.00
Subtotal			USD 10,332.20
Annual Recurring Services Starting Year 3			USD 5,565.00
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date		
Annual Uplift	5% to be applied in year 3		

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123865-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Document and Plans Scanning Quote For Town of Dundee

ATTN- Erica Anderson - Pricing valid for 60 Days

Prepared by- Charity Sandlin / Crown Information Management

Document Scanning

Item B.

All documents provided to Innovative Document Solutions (IDS) for scanning will be converted at a resolution of 300DPI or higher in accordance with Florida Administrative Code Records Management Standards and requirements – Electronic Record keeping Rule 1B-26.

IDS will image documents on both sides and delete any side that is blank. All imaged documents will be reviewed for quality to ensure that legible images of the documents have been obtained.

Quality Control

Any back-file conversion or scanning project will only be as successful as the quality control measures developed in the projects Statement of Work.

At a minimum we provide the following quality control steps Innovative Document Solution QC Process

- 1- Document check-in receiving at our facility. All client boxes received for a specific client job are individually numbered and marked with client name if not previously numbered and marked and the client's offices.
- 2- Tracking- an inventory control log is created for every box in our possession. If these are still active files, we can easily identify what customer files are in each numbered box. On occasion a client may request we scan and email or fax and active file back to them while the files are at our facility.
- 3- Prepping- before the staff starts the physical step of document prep (removing staples, paper clips and removing pages from the folder jackets), the staff has reviewed a SOP (standard operating procedure) outlining how the client wants their documents scanned and indexed along with any special instructions.
- 4- Scanning- a similar SOP is created before the operators scan the first page. They will know if the files are to be scanned at 200DPI or 300DPI, require OCR, and be indexed using the clients naming convention.
- 5- Indexing and data entry- IDS utilizes a double key verification process. We have 2 different QC operators inspect the index value for accuracy. Whenever possible, if a client can provide us an electronic file (excel) of the folder names we are scanning, we will generate intelligent barcodes that will auto index the folder name, tab or section or identify unique document types, the client wants identified separately. Barcodes always have a higher accuracy level than hand keying index values or file names.

- 6- Post scanning QC process- all our scanners use ultrasonic misfeed detection sensors, that alert the operator of any misfeeds. We also incorporate an additional post scan QC step. Our Capture software allow us a thumbnail view of the images scanned. We can set the software to auto advance 20 or any number of images in the batch. The QC operator will hand count i.e. - 20 pages of the folder, to check the digital image matches the document image. At the same time the QC operator can look at either full size images or thumbnail views and make a visual inspection of the digital images for clarity. The Capture software allows for any substandard images to be re-scanned and re-inserted back in the correct order of the new digital file.
- 7- All documents scanned are held on our data encrypted server, until the client is comfortable, we have scanned all their documents to their satisfaction. Depending on a pre-determined time frame outlined in our Statement of Work with the client, we will notify them via email, to reply to our email authorizing us to delete their files from our server.
- 8- Post Processed Handling – It will be determined during the SOW phase if the original documents are to be returned to the client or destroyed with a Certificate of Destruction. If the client requests the documents to be returned, we determine if the customer wants their file or folder jackets re-assembled with staples and or paper clips or just returned loose in the jacket. An SOP outlining the client requirements will be provided to scanning team. Based on the complexity of the folder structure a re-prep or re-assembly charge would apply. For customers requesting document destruction, we will determine with the client what time frame they would like the documents destroyed. We have sufficient warehouse space to store documents for up to 6 months at no charge after the client receives their digital documents.
- 9- Deliverables- Part of the SOW process is to determine how the client would like to receive their digital documents. We can provide secure FTP, USB, CD's and NAS (networked attached storage). Our Capture software has multiple custom import API's that allow us to directly import your new digital files into your line of business software, ECM or EMR systems.
- 10- Open communication- is an important element in any successful scanning project. Prior to the start of the scanning project, we determine the client's expectations and requirements for us to complete their scanning project in an acceptable time frame. For larger scanning projects we will assign a project MGR who will work closely with the client on coordinating document pick-up and document returns. Before we go live with many scanning projects we will scan and index multiple test files, to determine if the clients naming convention and indexing schema will work with their business processes once they are in a digital file format.

Innovation Document Solutions operates and is governed by the rules and regulations established under HIPPA, the Health Insurance Portability and Accountability Act of 1996.

All Sensitive Records are kept under lock and key and converted on an immediate basis. All IDS employees have read and signed HIPPA compliance forms and are routinely educated on privacy rules and regulations. Innovative Document Solutions complies with the Florida Public Records Act in fulfilling our service contracts. We shall not disclose to third party's information which does not constitute a public record under said act. Additionally, IDS perform background verifications and random drug testing on all employees.

PRICING

Document pick-up from your office, document prep and	\$.072/page
Scan as 220 or 300 DPI PDF	
Optional OCR conversion makes each PDF a fully	
Text searchable PDF.	\$.0025/page
Index Hand-key each file to the PDF	\$.30/ PDF
Upload files to DROPBOX or FTP Server	\$250.00
*Wide format Scanning Up to 36" X 48" wide format drawings	\$1.65/print
Document Destruction with a Certificate of Destruction	
Standard Size (12" x 15")	\$10.80/box
Labor to come onsite and box up files	\$50.00/hr.
Furnish and build banker boxes	\$6.00/banker box

TOTAL ESTIMATED COST FOR TOWN OF DUNDEE SCANNING PROJECT

(based on an estimated 200-boxes with 2,500 single sided pages per box, which is around 500,000 pages to scan and 80 sets of plans (sets are typically around 15 pages x 80 plan sets = 1,200 pages of wide format drawings). Wide Format plans up to 36"x48".

Document pick-up from your office, document prep and
Scan as 220 or 300 DPI PDF

Estimated 500,000 pages @ \$.072 per page. \$36,000

Digitalized Wide format plans up to 36" x 48"

Estimated 1,200 pages @ \$1.65/per drawing/print \$1980.00

Index Hand-key each file to PDF @ \$.30 per index \$240.00

Document destruction with a Certificate of Destruction
200 banker boxes @ \$ 10.80/box

\$2160.00

TOTAL ESTIMATED PROJECT COST \$49,062

OPTIONAL SERVICES

OCR Conversion (makes each PDF fully text searchable, allowing
For key word searches and queries within each dealer jacket PDF
Estimated 500,000 pages @ \$.0025

\$12,500

Furnish and build the banker boxes

Estimated 200 banker boxes @ \$ 6.00 per banker box \$1200.00

The above pricing is considered an estimate. Final Pricing is determined by the total number of pages scanned. Our Capture Software keeps track of the total number of images scanned and can provide detailed billing down to each record PDF. Should Town of Dundee decide to retain our services, the signature box below will need to be returned to Crown Information Management. Document pick-up can usually be scheduled within a week of contract signing.

Crown Information Management

Authorized Signature Charity Sandlin Date 7/22/2026

Town of Dundee

Authorized Signature _____ Date _____



Company Information

Town of Dundee, Florida

Bill To Address

Town of Dundee, Florida

P.O. Box 1000

Dundee, FL 33838

Contacts

Dex Imaging Sales Representative

Name: James McMullen

Phone: 407.294.4116 x.1348

Email: James.macmullen@deximaging.com

A/P Billing Contact

Name: Gina Garretson

Phone: 863-438-8330 x225

Fax:

Email: ap@townofdundee.com



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Town of Dundee, Florida	Delivery Contact: Joseph Carbone
124 Dundee Rd.	Phone: 863-438-8330
Dundee, FL 33838	Email: jcarbone@townofdundee.com

EQUIPMENT

Wide Format Service Contract Monthly					
Base	SQ FT Included	Mono Lines	Color Lines	Low Density	High Density
\$295.55	2,500	.0992	.0992	.2119	.4553
Pixel Density	Mono/Color Lines	Less than 10%	Less than 10%	11 - 50%	Greater than 50%
Included: Parts, labor & supplies.					
Make	Model		Serial	ID#	Purchase Price
HP	DesignJet XL 3800dr				\$18,818.15
Acc:	White Glove				
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					

Special Instructions:

44100000-24-NASPO-ACS



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS**SCOPE OF COVERAGE**

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided here under only during DEX IMAGING's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. If the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer/DEX Imaging which are necessary to interface the connected product. Accessories, Media, and/or Software not sold in conjunction with the connected product and not listed in Appendix A are not covered under this agreement.

2a. BASIC CONNECTIVITY: We are not responsible for Your network. It is agreed that if Our Support Technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support, to include re-establishing Your network settings and / or connections after You have had computer work done or changing ISPs will be charged at the prevailing IT rates

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue congruent to Rental terms. It shall be automatically renewed for successive one-year periods.

AUTOMATIC RENEWAL- This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period excluding the Media consideration outlined in Section 11.

TERMINATION - The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS - Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period by the Monitoring Software during the Initial Term and all subsequent Renewal Terms.

4. WIDE FORMAT CONTRACT TYPES

Labor Only – Parts, Supplies, and Service Maintenance kits at a charge. Labor costs are covered.

Time & Materials – Excluding consumables.

Contractual –Billing by pixel density categories. Includes all parts, labor, ink, with media optional.

5. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. Billing is based on square footage used according to the Pixel coverage category.

6. CUSTOMER CHANGES

DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

7. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required due to improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING, may not be covered under this Agreement.

8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, considering the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis. If Customer uses supplies other than DEX IMAGING' supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX IMAGING supplied materials.

10. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

11. CONSUMABLES

Ink bottles or cartridges will be shipped via electronic alerts generated by DEX IMAGING Monitoring Software. DEX IMAGING reserves the right to bill for premature ink cartridge removal. .0085 has been added to the square foot rates shown on the front of this agreement in lieu of freight. In a cost per square foot contract, all unused consumable items remain the property of DEX IMAGING. At contract termination, all unused consumable items, Ink bottles/cartridges, printheads, maintenance kits, etc. must be promptly returned to DEX IMAGING. Dex Imaging reserves the right to adjust prices due to market fluctuation of 15% annually, without notice. Any increase exceeding 15% will come with a 30-day notice. **Media Pricing does not include freight.**

12. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.

Date: _____
Initial: _____

TOTALSSubtotal: \$18,818.15 Tax: _____ Total: _____**SPECIAL INSTRUCTIONS**

44100000-24-NASPO-ACS

3. TERMINATION CLAUSE: With regards to early termination. After the initial 12 months this contract will continue to renew for addition 12 month periods. After the initial 12 month period DEX agrees to allow The Town of Dundee to cancel with 30 days written notice with NO PENALTY or EARLY TERMINATION FEES. The amount of ink supplied by DEX that remains in the device will be prorated and charged based on NASPO ink pricing. Example - if the machine still has 50% ink life remaining in the device - DEX will take 50% of the NASPO price for ink and charge as part of a final invoice.

DEX Sales Associate: _____

Customer's Authorized Representative

Signature:

*Authorized Signature*Name/
Title:

Date:

Approvals

I have read and agree to all terms and conditions contained in the document.

DEX Imaging LLC_____
Regional Service Director_____
DEX Wide Format Specialist

Name:

Name:

Brian Basinski

Date:

Date:

9/10/2026

RESOLUTION NO.

RESOLUTION AUTHORIZING THE **TOWN OF DUNDEE** TO PARTICIPATE IN THE PROPOSED CLASS ACTION SETTLEMENTS WITH AMEREX CORPORATION, ARCHROMA U.S., INC., CARRIER GLOBAL CORPORATION, AND NATION FORD CHEMICAL COMPANY IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MULTI-DISTRICT LITIGATION MATTER, IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCT LIABILITY LITIGATION, MDL 2:18-MN-2873-RMG, RELATING TO PFAS CONTAMINATION OF DRINKING WATER; AUTHORIZING **DUNDEE TOWN MANAGER** TO COMPLETE ALL DOCUMENTATION AND EXECUTE ALL RELEASES AND AGREEMENTS NECESSARY TO PARTICIPATE IN THE SETTLEMENTS WITH AMEREX CORPORATION, ARCHROMA U.S., INC., CARRIER GLOBAL CORPORATION, AND NATION FORD CHEMICAL COMPANY IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MDL; AND AUTHORIZING OUTSIDE COUNSEL TO CONTINUE TO PURSUE CLAIMS RELATED TO PFAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2018, litigation involving the contamination of water and soil by Per- and Polyfluoroalkyl Substances (PFAS) manufactured by various entities was consolidated in the United States District Court of South Carolina as the *In Re: Aqueous Film-Forming Foams Product Liability Litigation*, MDL 2:18-mn-2873-RMG, before the Honorable Richard M. Gergel; and

WHEREAS, settlements have been filed on behalf of manufacturers Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company to compensate public water systems, including **TOWN OF DUNDEE**, for the contamination and remediation of PFAS; and

NOW, THEREFORE, BE IT RESOLVED BY THE **TOWN OF DUNDEE**, that this [Council/Board]:

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Authorizes the **TOWN OF DUNDEE** to participate in the proposed Class Action Settlements with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company in the Public Water Systems' portion of the multidistrict litigation matter, *In Re: Aqueous Film-Forming Foams Product Liability Litigation*, MDL 2:18-mn-2873-RMG, relating to PFAS contamination of public drinking water (hereinafter, the "MDL").

Section 3. Authorizes Outside Counsel to complete all documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation,

and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, and designates **TOWN MANAGER** to verify claims on behalf of **TOWN OF DUNDEE**.

Section 4. Authorizes **TOWN MANAGER** to: (a) verify and approve documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, that is completed as authorized in Section 3; and (b) execute all releases and agreements necessary to finalize settlements of the Public Water Systems' portion of the MDL with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company on behalf of the **TOWN OF DUNDEE**.

Section 5. Authorizes Outside Counsel to: (a) continue pursuing the **TOWN OF DUNDEE's** claims against the defendants remaining in the Public Water Systems' portion of the MDL; and (b) continue pursuing claims against any and all defendants, including Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company, that may be liable for damages to the **TOWN OF DUNDEE** that extend beyond the **TOWN OF DUNDEE's** public drinking water.

This resolution shall become effective on _____, 2026.



Meeting Agenda Coversheet

MEETING DATE:		November 3, 2026		Submitted By: Steven Hunnicutt, Asst. Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		DISCUSSION & ACTION ORDINANCE 26-17 ADOPTING THE 2024 IPMC			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of Ordinance No. 26-17 on first reading adopting the 2024 International Property Maintenance Code (IPMC), including Appendix A, with Dundee-specific amendments.			
SUMMARY and/or JUSTIFICATION:		Ordinance No. 12-01 adopted the 2009 IPMC. Ordinance No. 15-08 amended that ordinance and related enforcement provisions. Ordinance No. 26-17 replaces the 2009 code adoption while preserving local enforcement and nuisance-abatement procedures except where expressly amended.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 26-17 2024 IPMC			
SELECT, if applicable		RESOLUTION:		ORDINANCE:26-17 X	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AMENDING AND SUPERSEDING THE PROPERTY-MAINTENANCE-CODE ADOPTION PROVISIONS OF ORDINANCE NO. 12-01, AS AMENDED BY ORDINANCE NO. 15-08; ADOPTING BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, INCLUDING APPENDIX A, WITH LOCAL AMENDMENTS; PROVIDING THAT ICC COMMENTARY AND OTHER NON-CODE MATERIAL ARE NOT ADOPTED; RETAINING AND COORDINATING THE TOWN'S EXISTING CODE-ENFORCEMENT, NOTICE, APPEAL, ABATEMENT, COST-RECOVERY, AND LIEN PROCEDURES; AMENDING SECTIONS 34-5 AND 34-29 OF THE CODE OF ORDINANCES TO REMOVE OUTDATED MODEL-CODE AND CODE-ENFORCEMENT-BOARD REFERENCES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):		N/A			0.00

Town of Dundee, Florida
Ordinance No. 26-17
Updating IPMC Standards

ORDINANCE NO. 26-17

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AMENDING AND SUPERSEDING THE PROPERTY-MAINTENANCE-CODE ADOPTION PROVISIONS OF ORDINANCE NO. 12-01, AS AMENDED BY ORDINANCE NO. 15-08; ADOPTING BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, INCLUDING APPENDIX A, WITH LOCAL AMENDMENTS; PROVIDING THAT ICC COMMENTARY AND OTHER NON-CODE MATERIAL ARE NOT ADOPTED; RETAINING AND COORDINATING THE TOWN'S EXISTING CODE-ENFORCEMENT, NOTICE, APPEAL, ABATEMENT, COST-RECOVERY, AND LIEN PROCEDURES; AMENDING SECTIONS 34-5 AND 34-29 OF THE CODE OF ORDINANCES TO REMOVE OUTDATED MODEL-CODE AND CODE-ENFORCEMENT-BOARD REFERENCES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida (the "Town"), is a municipal corporation possessing broad home-rule authority under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Ordinance No. 12-01 adopted the 2009 edition of the International Property Maintenance Code as the Town's property maintenance code; and

WHEREAS, Ordinance No. 15-08 amended Ordinance No. 12-01 and revised related provisions of the Town Code concerning penalties, code enforcement, nuisances, notice, appeals, abatement, cost recovery, special assessments, and liens; and

WHEREAS, the International Code Council has published the 2024 edition of the International Property Maintenance Code (the "2024 IPMC"), which establishes updated minimum standards governing the maintenance of existing residential and nonresidential structures and premises; and

WHEREAS, adoption of the 2024 IPMC, with local amendments coordinated with the Town's existing enforcement procedures, will promote public health, safety, property protection, and general welfare; and

WHEREAS, the Town Commission intends to replace the obsolete 2009-edition adoption while preserving the substantive local code-enforcement and nuisance-abatement provisions enacted by Ordinance No. 15-08 except where this Ordinance expressly provides otherwise; and

WHEREAS, the Town Commission intends to adopt the enforceable code text of the 2024 IPMC and Appendix A, but not ICC commentary, annotations, explanatory notes, or other non-code material that may appear in a combined publication; and

WHEREAS, the Town utilizes a Code Enforcement Special Magistrate and desires to conform existing appeal provisions and model-code references to the Town's current enforcement structure; and

WHEREAS, the Town Commission finds that this Ordinance serves a valid municipal purpose and is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Recitals and Legislative Findings.

The recitals above are true and correct, are adopted as legislative findings, and are incorporated into this Ordinance.

Section 2. Adoption of the 2024 International Property Maintenance Code.

The Town adopts by reference the 2024 edition of the International Property Maintenance Code, published by the International Code Council, Inc., together with Appendix A (Boarding Standard), as the Property Maintenance Code of the Town of Dundee, Florida, subject to the local amendments in Section 3. Appendix B (Board of Appeals) and every other appendix are not adopted. ICC commentary, annotations, explanatory notes, historical or technical discussion, bibliographies, and other non-code material contained in any Code and Commentary publication are not adopted and have no independent legal effect. The adopted code text is not reproduced in this Ordinance. Before the enforcement date, the Town Clerk shall obtain and maintain, or ensure the Town maintains, an authorized official copy of the adopted code and any applicable official errata for public inspection as required by law.

Section 3. Dundee Amendments to the 2024 IPMC.

The following Dundee amendments replace or complete the listed provisions of the 2024 IPMC. If one of these amendments conflicts with the unamended model code text, the Dundee amendment controls:

101.1 — Jurisdiction. These regulations shall be known as the Property Maintenance Code of the Town of Dundee, hereinafter referred to as “this code”.

103.1 - Responsible department and code official. The code compliance agency shall be the Town department or office designated by the Town Manager to administer and enforce this code. The official in charge shall be known as the code official. The Town Manager may designate one or more qualified Town employees or authorized agents to perform code-official functions, subject to the Town Code and any limitations or qualification requirements imposed by Florida law.

104 — Fees. The Town Commission must establish any fee by resolution or otherwise authorize it under the Town Code. This Ordinance creates no new fee.

106.1-106.4 - Technical appeals. Delete Sections 106.1 through 106.4 and replace them with the following: A person directly affected by a code official's written order, decision, or determination concerning the application or interpretation of this code may appeal to the Town's Code Enforcement Special Magistrate. The appeal must be filed in writing with the Town Clerk within 20 calendar days after the decision is served, must identify the decision being challenged, and must state the claimed error. An appeal may assert that the code has been incorrectly interpreted or applied, does not fully apply, or that an equivalent or better means of compliance is proposed. The Special Magistrate may affirm, modify, or reverse the code official's written decision but may not waive a code requirement or exercise authority reserved by law to another official. A timely appeal stays the appealed decision until a written ruling is issued, except for emergency measures, imminent-danger actions, orders to vacate or secure an unsafe structure, or other actions for which a stay would threaten public health or safety or is unavailable under applicable law. This technical appeal is separate from a hearing on an alleged code violation under the Town Code and Chapter 162, Florida Statutes. Judicial review of a final order is available in the manner and within the time provided by applicable law, including Section 162.11, Florida Statutes, when applicable. Appendix B is not adopted.

107 — Violations and enforcement. The Town shall administer violations, notices, hearings, penalties, abatement, and other remedies under the Town Code, including Sections 1-14, 2-62 through 2-64, 2-70, and Chapter 34, as amended by Chapter 162, Florida Statutes, and other applicable law. A model-code reference to a misdemeanor or civil infraction does not, by itself, create a criminal offense. When authorized by law, each day a violation continues after lawful notice is a separate violation.

108.1 - Stop-work authority. The code official may issue a stop-work order only for work within the code official's lawful authority. Nothing in Section 108 authorizes the code official to exercise powers reserved by Florida law or an applicable technical code to the building official, fire code official, utility, public works authority, or another official. A stop-work order affecting work subject to a building or fire permit shall be coordinated with and, when required by law, issued by the official legally authorized to stop that work.

108.4 - Failure to obey a stop-work order. A fine may be imposed only as authorized by the Town Code, Chapter 162, Florida Statutes, or other applicable law.

109-111 - Unsafe conditions, emergency measures, and demolition. The Town shall administer Sections 109 through 111 consistently with the Town Code, the Florida Building Code, the Florida Fire Prevention Code, Chapter 162, Florida Statutes, constitutional due-process requirements, and other applicable law. Nothing in these sections independently authorizes the code official to enter private property without lawful authority, disconnect utilities, close a public right-of-way, perform boarding or repairs at an owner's expense, demolish a structure, impose a special assessment or lien, or take another action for which separate legal authority or process is required. Any such action shall be taken or authorized by the official or body having lawful authority. A structure shall not be demolished solely because construction or repairs have ceased for more than two years; demolition shall require an independent lawful determination and the notice and process required

by applicable law. When the Town lawfully takes immediate action to address an emergency, it shall provide any prompt post-action notice and hearing required by law.

302.4 - Weeds and plant growth. Twelve (12) inches shall be the maximum height, subject to the definitions and exceptions in Section 34-1(c) of the Town Code, as amended. Any notice, entry, cutting or removal, cost recovery, assessment, or lien under this section shall be administered only as authorized by the Town Code and applicable law.

304.14 - Insect screens. January 1 is the beginning date and December 31 is the ending date. In practical terms, screens are required year-round where this section applies.

602.3 - Heat supplied to rented dwelling or sleeping units. November 1 is the beginning date and March 31 is the ending date, subject to the exceptions in the 2024 IPMC and applicable law.

602.4 - Heat in occupiable workspaces. November 1 is the beginning date and March 31 is the ending date, subject to the exceptions in the 2024 IPMC and applicable law.

Section 4. Existing Dundee Enforcement Procedures Remain in Effect.

Except where this Ordinance expressly states otherwise, the Town's existing code-enforcement, nuisance, notice, hearing, abatement, cost-recovery, special-assessment, lien, and enforcement-forum provisions remain in effect and supplement the 2024 IPMC, including Sections 1-14, 2-62 through 2-64, 2-70, and Chapter 34 of the Town Code, as amended. If an administrative provision of the 2024 IPMC conflicts with a Town Code provision governing those matters, the Town Code provision controls to the extent permitted by law.

Section 5. Sections 34-5 and 34-29(3), Town Code, Amended.

Sections 34-5 and 34-29(3) of the Town Code are amended as follows:

(a) Section 34-5 is amended in full to read:

Sec. 34-5. - Right to appeal notice.

Any person directly affected by a written decision of the code enforcement officer, code official, or designee, or by a notice or order issued under this article or the Property Maintenance Code, may appeal to the Code Enforcement Special Magistrate by filing a written application for appeal with the Town Clerk within 20 calendar days after the decision, notice, or order is served. An appeal shall identify the action challenged and shall be based on a claim that the applicable code or legally adopted rule has been incorrectly interpreted or applied, does not fully apply, or is adequately satisfied by an equivalent or better means of compliance. A timely appeal stays proceedings in furtherance of the action appealed from until a written ruling is issued, except for emergency measures, imminent-danger actions, orders to vacate or secure an unsafe structure, or other actions for which a stay would threaten public health or safety or is unavailable under applicable law. A technical appeal under Section 106 of the Property Maintenance Code is separate from a code-enforcement proceeding concerning an alleged violation under Chapter 162, Florida Statutes, and the Town Code. Judicial review of a final order is available as provided by applicable law.

(b) Section 34-29(3) is amended to read:

(3) In the manner required by the applicable notice provisions of the Property Maintenance Code of the Town of Dundee, as amended.

Section 6. Effect on Ordinances No. 12-01 and No. 15-08.

On the enforcement date stated in Section 12, the 2024 IPMC adoption in this Ordinance replaces the 2009 IPMC adoption under Ordinance No. 12-01, as continued or amended by Ordinance No. 15-08. Ordinances No. 12-01 and No. 15-08 are repealed only to the extent they adopt, retain, or depend on the 2009 IPMC or directly conflict with this Ordinance. The remaining local enforcement and abatement provisions of Ordinance No. 15-08 are preserved as stated in Section 4.

Section 7. Where the Code Applies; Later Editions Not Automatic.

This Ordinance applies within the Town's corporate limits to structures and premises covered by the 2024 IPMC. A later IPMC edition, supplement, or substantive amendment is not automatically adopted; it requires a later ordinance of the Town Commission. After review by the Town Attorney, the Town may recognize official errata that correct nonsubstantive publication errors in the adopted 2024 edition.

Section 8. Conflicts with Other Codes or Laws.

An ordinance or part of an ordinance that conflicts with this Ordinance is repealed only to the extent of the conflict. A reference in the 2024 IPMC or Appendix A to another model code or standard means the corresponding code or standard legally adopted, incorporated, or otherwise in effect in the Town under Florida law. No such reference independently adopts a model code or standard that is not otherwise applicable in the Town. The Florida Building Code and Florida Fire Prevention Code control whenever state law makes either code controlling or preemptive.

Section 9. Severability.

If a court of competent jurisdiction holds any part of this Ordinance invalid or unconstitutional, the remaining parts and their application to other persons or circumstances remain in effect. The Town Commission declares that it would have adopted each remaining part without the invalid part.

Section 10. Codification and Nonsubstantive Corrections.

Sections 2 through 8 are intended to be codified. The codifier may renumber, reletter, reformat, and correct cross-references without changing substantive meaning. The Town Clerk, Town Attorney, and their designees may correct typographical, formatting, numbering, and other scrivener's errors that do not change this Ordinance's intent, substance, or legal effect.

Section 11. Implementation and Public Information.

The Town Manager, Town Clerk, Town Attorney, code official, and their designees may take the administrative actions reasonably necessary to implement this Ordinance. Those actions include obtaining and maintaining, before the enforcement date, an authorized official Town copy of the 2024 IPMC and applicable official errata; updating forms and citations; training personnel; transmitting this Ordinance for codification; and preparing a plain-language public summary. A public summary is informational only and does not replace or change the adopted code or this Ordinance.

Section 12. Effective Date, Enforcement Date, and Pending Cases.

This Ordinance takes effect immediately upon passage and adoption on second reading. Sections 2 through 8 become enforceable on December 1, 2026. Through November 30, 2026, the previously adopted property maintenance code remains in effect to the extent permitted by law. A case or enforcement action begun before December 1, 2026, may continue under the law in effect when it began, unless the Town Attorney determines that another lawful transition rule applies.

INTRODUCED ON FIRST READING this 8th day of September 2026, by the Town Commission of the Town of Dundee, Florida, in Regular Session.

PASSED AND ADOPTED ON SECOND READING this 6th day of October 2026.

**TOWN OF DUNDEE, FLORIDA
TOWN COMMISSION**

Joe Garrison, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney



Meeting Agenda Coversheet

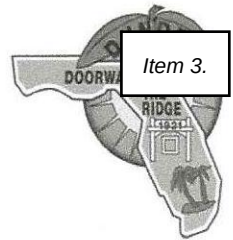
MEETING DATE:	November 3, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ACCEPTANCE OF THE AUDIT			
STAFF RECOMMENDATION: (MOTION READY)	At the pleasure of the commission.			
SUMMARY and/or JUSTIFICATION:	The purpose of this item is for the commission's acceptance of the Audit.			
	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
FISCAL IMPACT (if any):	N/A			0.00



Meeting Agenda Coversheet

MEETING DATE:		November 3 rd , 2026		Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		DISCUSSION & ACTION PURCHASE OF 2 FORD MAVERICKS FOR THE PARK AND RECS DEPARTMENT			
STAFF RECOMMENDATION: (MOTION READY)		A motion to purchase 2 Ford Maverick trucks for the Park and Rec Department from Jarrett Ford of Winter Haven.			
SUMMARY and/or JUSTIFICATION:		Staff has received 3 quotes for 2 Ford Maverick trucks for the Parks and Rec Department. This was approved in the FY 26-27 budget. Staff requests approval to use the lowest bidder, Jarrett Ford of Winter Haven, which provided a price of \$31,458.80 per truck, for a total of \$62,917.60. Staff requests approval to purchase these trucks so we can order them and have them before January 2027.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Bid Sheet 3 Quotes from 3 different vendors			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		N/A			
FISCAL IMPACT (if any):		State what is included in the cost, i.e., production, Delivery, etc.			\$62,917.60

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 9/30/2026

DEPARTMENT: Park and Rec's

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: Purchase 1 2026 Maverick 4 door 2x4 tinted windows, hitch, strobes

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: Jarrett Ford Of Winter Haven

CONTACT NUMBER: 863-320-1699

NAME OF REPRESENTATIVE: Mary

PRICE: \$31,763.80

SHIPPING: N/A

COMMENTS: Purchase 1 2026 Maverick 4 door 2x4 tinted windows, hitch, strobes

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: Mullinax Ford

CONTACT NUMBER: 407-846-6000

NAME OF REPRESENTATIVE: David

PRICE: \$33,737.00

SHIPPING: N/A

COMMENTS: Purchase 1 2026 Maverick 4 door 2x4 tinted windows, hitch, strobes

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: Alan Jay Ford

CONTACT NUMBER: 863-402-4234

NAME OF REPRESENTATIVE: Ashley

PRICE: \$34,385.00

SHIPPING: N/A

COMMENTS: Purchase 1 2026 Maverick 4 door 2x4 tinted windows, hitch, strobes

DEPARTMENT DIRECTOR/SUPERVISOR: _____

DATE: 10/8/26

FINANCE DIRECTOR APPROVAL: _____

DATE: 10/9/26

TOWN MANAGER APPROVAL: _____

DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



Date/Time: Sep 23, 2026 03:55 PM

Buyer: Jonathan Vice

Salesperson: Mary Albert

Phone:

Phone: H: (863) 438-8330

Address: 202 E Main St

Dundee, FL 33838

2026 Ford Maverick, Body Type: Crew Cab Pickup

Color: Oxford White, 7 Miles VIN: 3FTTW8HA5TRA60934

Cash	Balance Due
\$ Down	
\$0	\$30,764

Purchase	48 Months @ 9.99%	60 Months @ 9.99%
\$ Down	Est. \$/Monthly	Est. \$/Monthly
\$0	\$786 - \$806	\$658 - \$678

MSRP/Retail	\$31,490.00
Discount	\$2,013.00
Selling Price	\$29,477.00
Trade Difference	\$29,477.00
Government Fees	\$431.50
ELEC FILING FEE	\$179.00
DEALER FEE	\$799.00
Subtotal (Selling Price +	\$30,886.50
Total Taxes	\$1,877.30
Rebates	\$2,000.00
Total Balance Due	\$30,763.80

+ Tinted Windows \$ Spray in Bed Liner \$695
x4 Strobe lights included

Total Balance Due = \$31458.80

W8HU MAVERICK XLT FWD		Suggested Retail Price	30645.00	Invoice Amount	30032.00
2026 MODEL YEAR					
A3	SPACE WHITE METALLIC	NC		NC	
7B	NAVY PIER - ASPEN GRAY				
INCLUDED ON THIS VEHICLE					
EQUIPMENT GROUP 300A					
OPTIONAL EQUIPMENT/OTHER					
.XLT TRIM					
993	.2.5L HYBRID ENGINE	NC		NC	
44E	.POWER-SPLIT ELECTRIC CVT	NC		NC	
JOB #2 ORDER					
425	50 STATE EMISSIONS	NC		NC	
SIRIUSXM W/360L (3 MOS TRIAL)					
17" CARBON GRAY ALUM WHEEL					
CONN PKG:1YR INCL W/FORD APP					
TOTAL OPTIONS/OTHER					
			00	00	
TOTAL VEHICLE & OPTIONS/OTHER			30645.00	30032.00	
DESTINATION & DELIVERY			1845.00	1845.00	
TOTAL FOR VEHICLE			32490.00		
FUEL CHARGE					
CV LOT MANAGEMENT				52.50	
SHIPPING WEIGHT 3575 LBS.				10.00	
TOTAL			32490.00	31939.50	

INVOICE - \$31939.

G.P.C. = \$(100)

\$31839

TINTS → \$199.

Sprayed → \$699.

4 strokes LT → \$1000

Delivery → \$150. **\$33887**

+ Applicable TAXES

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Mullinax Ford 1810 East Bronson Highway Kissimmee		24F405 FL 34744					
		Order Type 2	Ramp Code RH29	Batch ID TG011	Price Level 635		
Ship to (if other than above)		Date Inv. Prepared 07 01 26		Item Number 24-4527	Transit Days 22		
		Ship Through					
Invoice & Unit Identification NO. 3FTTW8H32TRB26986		Final Assembly Point HERMOSILLO		Finance Company and/or Bank Ford Motor Credit 000001			
HB 613	Invoice Total 31939.50	A & Z Plan 31011.50	D Plan 31311.50	X Plan 32186.74	Protected Invoice Amount	AA 459	

This invoice to be used for the billing of vehicles only

Dealer's copy



Vehicle: [Fleet] 2027 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2027 Ford Maverick (W8J) XLT AWD SuperCrewMSRP:\$30,745.00

Interior:Navy Pier/Aspen Gray, Unique Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.0L EcoBoost

Transmission: 8-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W8J	[Fleet] 2027 Ford Maverick (W8J) XLT AWD SuperCrew	\$30,745.00
OPTIONS		
302A	Equipment Group 302A	\$800.00
448	Transmission: 8-Speed Automatic	Inc.
51D	Conventional 17" Spare Tire (215/70R17)	Inc.
53Q	4K Tow Package	\$995.00
64T	Wheels: 17" Carbonized Gray Painted Aluminum	\$0.00
7B	Navy Pier/Aspen Gray, Unique Cloth Front Bucket Seats	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report input is subject to the accuracy of the input provided.

Data Version: 29757. Data Updated: Sep 28, 2026 7:05:00 PM UTC.



Alan Jay Fleet

Ashlee Wilson-Dickman | 863-402-4234 | ashlee.wilson@alanjay.com

Item 3.

Vehicle: [Fleet] 2027 Ford Maverick (W8J) XLT AWD SuperCrew (Complete)

99A	Engine: 2.0L EcoBoost	Inc.	
YZ	Oxford White		\$0.00
—	3.63 Axle Ratio	Inc.	
—	Tires: 17" A/T	Inc.	
SUBTOTAL			\$32,540.00
Adjustments Total			\$0.00
Destination Charge			\$1,845.00
TOTAL PRICE			\$34,385.00

FUEL ECONOMY

Est City:22 (2026) MPG
Est Highway:30 (2026) MPG
Est Highway Cruising Range:495.00 mi



Meeting Agenda Coversheet

MEETING DATE:		November 3 rd , 2026		Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		DISCUSSION AND ACTION 72-INCH ZERO-TURN MOWER PURCHASE - PARKS AND REC DEPT COVER SHEET			
STAFF RECOMMENDATION: (MOTION READY)		A motion to approve the purchase of 1 72-inch zero-turn mower for the Parks Department through the vendor Cutting Edge Lawn Equipment Inc.			
SUMMARY and/or JUSTIFICATION:		Staff has received 3 quotes for a 72-inch zero-turn mower; the mower was approved in the FY 26-27 budget. Staff is recommending that we purchase the mower from Cutting Edge Lawn Equipment Inc. for the price of \$12,250.00. This mower is needed to replace a 62-inch hustler that cannot keep up with the mowing routes due to the size and overall condition of the mower. This will allow staff to be more efficient on daily tasks and have less downtime due to equipment repairs. The power will come with a 4-year warranty on parts and a 1-year warranty on labor.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Bid Sheet 3 bids provided by 3 different vendors			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
FISCAL IMPACT (if any):		State what is included in the cost, i.e., production, delivery, and training of the mower.			\$12,250.00

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 10/7/2026

DEPARTMENT: Parks Department

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: PURCHASE 1 72IN ZERO TURN MOWER

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: Cutting Edge Lawn Equipment Inc

CONTACT NUMBER: 863-665-9550

NAME OF REPRESENTATIVE: Steven

PRICE: \$12,250.00

SHIPPING: N/A

COMMENTS: PURCHASE 1 72IN ZERO TURN MOWER

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: Daves Power Equipment LLC

CONTACT NUMBER: 863-438-9887

NAME OF REPRESENTATIVE: Mike

PRICE: \$13,709.98

SHIPPING: N/A

COMMENTS: PURCHASE 1 72IN ZERO TURN MOWER

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: Fields Equipment Co.

CONTACT NUMBER: 863-967-0602

NAME OF REPRESENTATIVE: Phil

PRICE: \$14,794.00

SHIPPING: N/A

COMMENTS: PURCHASE 1 72IN ZERO TURN MOWER

DEPARTMENT DIRECTOR/SUPERVISOR: _____

FINANCE DIRECTOR APPROVAL: _____

TOWN MANAGER APPROVAL: _____

ADDITIONAL COMMENTS: _____

DATE: 10/8/26

DATE: 10/9/26

DATE: _____

SOLE SOURCE JUSTIFICATION: _____

Q U O T A T I O N

PAGE: 1

Item 4.

CUTTING EDGE LAWN EQUIP. INC
2095 East Edgewood Dr.
Lakeland, FL 33803
Phone #: (863)665-9550

PHONE #: (863)438-8330
CELL #: (863)514-6636
ALT. #:
P.O. #:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 10/7/2026
ORDER #: 1315298
CUSTOMER #: 7670
CP: Worthy
LOCATION: 1
STATUS: Active

BILL TO 7670

TOWN OF DUNDEE
202 E MAIN ST
DUNDEE, FL 33838 US

SHIP TO

TOWN OF DUNDEE
202 E MAIN ST
DUNDEE, FL 33838 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
GRA	983001	Pro-Turn® 472 - 31 hp Kawasaki FX921V, w/72" 7 Gauge X-Facto	1	\$15,255.00	\$11,900.00	\$11,900.00
QC	NQD-G600	QWIKCHUTE GRAVELY PROTURNS 652, 660, 672	1	\$350.00	\$350.00	\$350.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$12,250.00
TAX: \$0.00
ORDER TOTAL: \$12,250.00

DAVES POWER EQUIPMENT LLC
29722 US HIGHWAY 27
PO BOX 429
LAKE HAMILTON , FL 33851
Phone: 863-438-9888
Fax: 863-438-9887
Website: www.davesspowerequipment.com
Email: davesspowerequipment@verizon.net

Item 4.

Quotation

Quote # : 154382

Generated on 10/5/2026 3:27:14 PM

Bill To:
TOWN OF DUNDEE
PO BOX 1000
DUNDEE, FL 33838

Ship To:
TOWN OF DUNDEE
PO BOX 1000
DUNDEE, FL 33838
Phone: 863-514-6636

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
HST 943928	SUPER Z KAW FX1000 72"	1.00	18949.99	5685.00	13264.99	0.00	13264.99
GTM MFG \$ NQD-HVX4-18	QWIKCHUTE 18 AND NEWER 48-54-6	1.00	369.99	0.00	369.99	0.00	369.99

Notes : BID ASSIST PRICING

Misc. Charges :

Description	Amount
Freight Surcharge/Setup	\$75.00

Subtotal:	\$13,634.98
Tax:	\$0.00
Misc Charges:	\$75.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$13,709.98

THIS QUOTE IS SUBJECT TO CHANGE UPON MFR PRICE CHANGES OR AVAILABLE INVENTORY. FREIGHT OR FINANCE FEES MAY APPLY.

Item 4.

Selling Equipment

Quote # 2758146
Customer CITY OF DUNDEE

SCAG SCZII72V=38FXEFI CHEETAH Zero Turn Riding Mowers

QTY In Group : 1

Equipment Notes	---	Suggested List
Hours	---	\$14,794.00
Serial Number	---	Selling Price
Stock Number	---	\$14,794.00
PUK Parent Serial #	---	

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	SCAG SCZII72V=38FXEFI CHEETAH Zero Turn Riding Mowers	1	\$14,399.00	\$14,399.00
Total Base / Options			\$14,399.00	\$14,399.00

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
	NQD-STT72 QWIK CHUTE	1	\$395.00	\$395.00
Total Dealer Attachments			\$395.00	105 5.00

Selling Price Subtotal	\$14,794.00
Total Selling Price	\$14,794.00



Meeting Agenda Coversheet

MEETING DATE:		November 3, 2026		Submitted By: John Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		The Town Commission will consider approval of a temporary closure of the following streets for the Christmas Festival on December 12, 2026.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve the road closure of Main Street from 1 st St. to 3 rd St. and Center St. from Shepard Ave. to Merrill Ave.			
SUMMARY and/or JUSTIFICATION:	The Town Commission will consider temporarily closing the following streets for the 2026 Christmas Festival on December 12, 2026:				
	1. Main Street – From 1st Street to 3rd Street 2. Center Street – From Shepard Avenue to Merrill Avenue				
	The roads will be closed on Saturday, December 12, 2026, from 12:00 PM (noon) to 11:00 PM.				
	If approval is granted, the Polk County Sheriff's Office and the Dundee Fire Department will be formally advised of the temporary closures to ensure public safety and proper traffic maintenance.				
		Additionally, a Road Closure Permit with the Florida Department of Transportation (FDOT) is required for the closure of Main Street and Center Street. This permit will be applied for immediately following commission approval and must be officially issued by FDOT prior to the event.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION:		ORDINANCE: 26-14	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
FISCAL IMPACT (if any):					\$0.00



Meeting Agenda Coversheet

MEETING DATE:	November 3, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, CLA CONTRACT			
STAFF RECOMMENDATION: (MOTION READY)	At the pleasure of the commission.			
SUMMARY and/or JUSTIFICATION:	The purpose of this item is for the commission to review CLA's contract and discuss next steps.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
FISCAL IMPACT (if any):	N/A			0.00



July 27, 2026

Proposal to provide professional
accounting services to:

Town of Dundee

Prepared by:

Kristen Labbe, Principal

Kristen.Labbe@claconnect.com

Direct (863) 680-5615

Anthony Portelli, Client Relationship Director

Anthony.Portelli@claconnect.com

(407) 244-9340

[CLAconnect.com](https://claconnect.com)

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See claglobal.com/disclaimer.

Securities and investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor, member FINRA/SIPC.





CliftonLarsonAllen LLP
CLAconnect.com

July 27, 2026

Kenneth Cassel
Town of Dundee
202 E Main Street
Dundee, FL 33838

Dear Mr. Cassel:

Thank you for inviting us to propose. We appreciate the opportunity to continue our relationship and share our approach to help Town of Dundee (Town) meet its professional service needs.

The industry-specialized guidance you have come to rely on — whether through financial statement services, preparation of tax returns, or advisory services — will continue to be shared with the overarching goals of helping you **reduce risk, enhance value, protect your legacy, and prepare for the future.**

Our ongoing collaboration has allowed us to understand your specific needs and challenges better. We value our conversations and the insights we gain from listening to you. This is the CLA promise, expressed in the values that drive our behavior: curious, collaborative, transparent, inclusive, and reliable. It's simply how we do business.

We have the qualifications to deliver quality, timely work using clear lines of communication and continuity. This proposal will take you on a journey outlining how we'll continue to work together — and the added value you can expect.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

Kristen Labbe

Kristen Labbe
Principal
(863) 680-5615
Kristen.Labbe@claconnect.com

Anthony Portelli

Anthony Portelli
Client Relationship Director
(407) 244-9340
Anthony.Portelli@claconnect.com



Understanding Your Needs

Summary of needs

Our engagement provides you access to the accumulated wisdom of the firm through professionals with substantial experience who can help your organization enhance its future and achieve its business goals.

CLA will provide the following services under the direction of the senior leadership team with specific responsibilities including, but not limited to:

Audit and budget preparation services (thru 9/30/2026)

- Assist management with audit preparation activities, including prioritization of auditor information requests, documentation requests, and related deliverables
- Assist with analysis and reconciliation of cash and other balance sheet accounts, as directed by management
- Assist management with preparation and refinement of budget schedules and supporting analyses
- Participate in management and commission meetings, as requested by management
- Assist with establishing deadlines and tracking audit-related deliverables and open items
- Assisting with year-end close
- Assisting management with prioritization of documentation requests from external audit firm

Ongoing finance and accounting services (beginning 10/1/2026)

CLA will provide interim accounting support during the Town's transition to a permanent finance leadership structure, including:

- Assist with account reconciliations for applicable periods as directed by management
- Assist with maintaining reconciled cash balances and related supporting schedules
- Assist with documenting accounting processes and procedures, as requested by management
- Assist management with identifying process improvement opportunities within accounting operations
- Provide knowledge transfer support and operational documentation to facilitate transition to future finance personnel

Ongoing finance and accounting services (Finance Director hired)

Outsourced accounting functions:

- Assist with onboarding and orientation to existing accounting processes and financial records
- Provide status updates regarding reconciliations, audit matters, and open accounting items
- Assist with transfer of accounting documentation and institutional knowledge
- Participate in transition meetings with management and the Finance Director
- Assist management with establishing a roadmap for continued financial stabilization activities



Your Investment

Having upfront conversations builds relationships.

The value we can provide your organization goes beyond meeting your compliance needs. We can help you discover opportunities to enhance your performance and achieve your strategic goals. Our insights and strategies are tailored to your specific situation and represent a return on your investment.

Based on our understanding of your requirements, we propose the following estimated hours and fees:

Budget/Audit Services – Thru 9/30/2026	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	\$155	40	\$24,800
Robin Flounlacker	\$120	40	\$19,200
Linda Guenther	\$120	8	\$3,840
Estimated monthly fees			\$47,840
Total estimated monthly fee including 7% technology fee			\$51,189

Monthly Accounting Services – Starting 10/1/2026	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	\$155	40	\$24,800
Linda Guenther	\$120	8	\$3,840
Consulting CFO	\$200	Available as needed	-
Total estimated fees			\$28,640
Total estimated monthly fee including 7% technology fee			\$30,645



Monthly Accounting Services – Finance Director Hired	Hourly Rate	Hours per week	Monthly Cost
Mike Howard	\$155	20	\$12,400
Linda Guenther	\$120	4	\$1,920
Consulting CFO	\$200	Available as needed	-
Total estimated fees			\$14,320
Total estimated monthly fee including 7% technology fee			\$15,322

The 7% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

Our fee quote is designed with an understanding that:

- Town personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are no significant changes to the scope, including auditing, accounting, or reporting requirements.

No surprises

Our clients don't like fee surprises. Neither do we. If changes or complexities occur — or any "out-of-scope" work is required — we'll discuss a revised fee proposal with you first.

It's not our policy or practice to bill our clients every time we receive a phone call or email. We're invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise.

Our last word on fees: we're committed to serving you and creating a long-standing relationship. If fees are a deciding factor in your selection of a professional services firm, give us a call and let's discuss.

Transparent: Clear, authentic communication and market-based fees.



Firm Overview

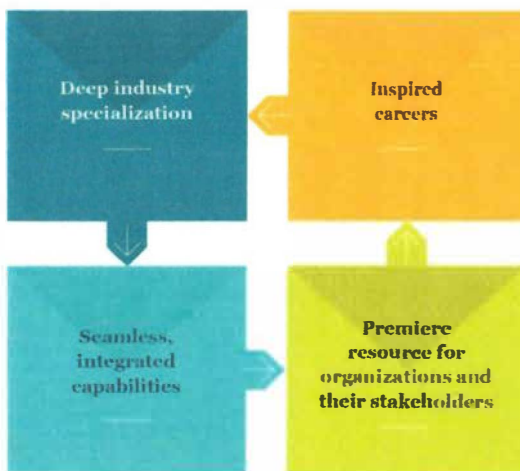
Right there with you.

At CLA, we work alongside you through decisions that shape your work and your life. Big or small, personal or professional, we're here to support what matters now and what's ahead.



As a professional services firm, we exist to create opportunities ... for you, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. We do this when we live the CLA Promise — a promise to know you and help you.

Opportunities for you



You'll find resources you would expect in the largest firms, with the personal touch of people who live and work in your community.

You'll access leaders and professionals in communities across the country, rather than from one central headquarters. We work together to look at your organization holistically, and then help you address challenges by offering support where you need it, from traditional audit and tax to outsourcing and wealth advisory.

As you navigate opportunities and challenges in a competitive and constantly changing environment, we'll embrace change, learn from it, and design processes to make interactions easier, more transparent, and seamless.

Opportunities for our people

At CLA, people find meaningful work in a fun, compelling, and energizing culture. Our people design their own customized careers through our inspired careers strategic advantage. In 2025 our total headcount was relatively the same as in 2024, and we continue to witness a remarkable retention rate of 88%. Inspired by their careers, our family members develop client relationships that bring deeper knowledge and help you shine. We're one family, working together to create opportunities.

What's more, CLA is building a culture of [connection and belonging](#) that welcomes different beliefs and perspectives. We want to represent the communities we serve and foster an environment of inclusion and belonging, resulting in enhanced value for our clients, our communities, and each other.

Inclusive: We embrace all voices and create opportunities by removing barriers and helping our people build inspired careers.

Opportunities for our community

CLA's community impact team unifies the work of connection, belonging and the CLA Foundation with a laser focus on advancing education, employment, and entrepreneurship within CLA and throughout our society.

Since 2015, our [CLA Foundation](#) has granted more than \$16.5 million from nominations made by and funds raised from CLA family members. Each grant recipient's work aligns with the foundation's mission to create career opportunities through education, employment, and entrepreneurship by connecting networks inclusive of all genders and races, veterans, and the disability community.

Read more in CLA's annual [Promise Report](#).

Client Accounting and Advisory Services

Our Client Accounting and Advisory Services (CAAS) practice provides tailored approaches to clients' business needs, whether it's assessing and identifying workflow demands, completing a large-scale project, serving in a vital interim financial role, or providing a fully outsourced accounting function to manage ongoing accounting and finance needs.

Our outsourced accounting services are designed to streamline your financial operations, enhance your financial reporting, and provide strategic insights that drive your business forward. Whether you need assistance with routine accounting tasks, in-depth financial analysis, or strategic growth planning, we are here to support you every step of the way.



Understanding Your Industry

State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit — so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



References

Our clients say it best. And their independent, authentic perspective is invaluable in learning about the experience you'll have when working with us. We encourage you to connect with our clients to hear about it firsthand.

City of Port Richey	
Client Contact	Don King Jr.
Phone Number Email	(727) 816-1909 City.Manager@cityofportrichey.gov
Address	6333 Ridge Rd, Port Richey, FL. 34668
Services Provided	Outsourced accounting and payroll services

City of Dade City Florida	
Client Contact	Peter Altman
Phone Number Email	(727) 853-1053 altmanp@cityofnewportrichey.org
Address	5919 Main St., New Port Richey, FL. 34652
Services Provided	Outsourced accounting services

City of Treasure Island	
Client Contact	Victor Ortiz
Phone Number Email	(727) 547-4575 vortiz@mytreasureisland.org
Address	10451 Gulf Blvd, Treasure Island, FL. 33706
Services Provided	Outsourced accounting services

Transparent: We place honesty and integrity at the center of all communication. We welcome you to start an open and candid conversation with those who know us best





Meeting Agenda Coversheet

MEETING DATE:	July 7, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-17 RATIFYING PRIOR OFFICIAL DOCUMENTS AND AUTHORIZING EXECUTION BY THE MAYOR			
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends a motion to approve the proposal from CliftonLarsonAllen LLP for recurring professional accounting services for the Town of Dundee and authorize staff to execute all necessary documents.			
SUMMARY and/or JUSTIFICATION:	<p>The Town Commission is being asked to consider a proposal from CliftonLarsonAllen LLP (CLA) to provide recurring professional accounting and advisory services for the Town of Dundee.</p> <p>The proposed engagement is intended to assist the Town in addressing past, current, and future financial and operational needs and challenges.</p>			
SELECT, if applicable	AGREEMENT:	☒	BUDGET:	☐
	STAFF REPORT:	☐	PROCLAMATION:	☐
	EXHIBIT(S):	☐	OTHER:	☐
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:	☐	ORDINANCE:	☐
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
The proposed fiscal impact is as follows:	<p>The proposed fiscal impact is as follows:</p> <p>FY2026 Remaining Costs:</p> <p>Initial setup and onboarding: \$25,200</p> <p>Monthly accounting services (August–September): \$25,200</p> <p>Catch-up accounting and budgeting services: \$189,420</p> <p>Total FY2026 Cost: \$239,820</p> <p>Projected FY2027 Costs:</p> <p>Monthly accounting services: \$151,200</p> <p>Consulting services: \$31,500</p> <p>Total FY2027 Cost: \$182,700</p>			



May 11, 2026

Proposal to provide professional
accounting services to:

Town of Dundee

Prepared by:

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CLAconnect.com

CPAS | CONSULTANTS | WEALTH ADVISORS

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CliftonLarsonAllen LLP
CLAconnect.com

May 11, 2026

Kenneth Cassel
Town of Dundee
202 E Main Street
Dundee, FL 33838

Dear Mr. Cassel:

Thank you for inviting us to propose. We appreciate the opportunity to continue our relationship and share our approach to help Town of Dundee (Town) meet its professional service needs.

The industry-specialized guidance you have come to rely on — whether through financial statement services, preparation of tax returns, or advisory services — will continue to be shared with the overarching goals of helping you **reduce risk, enhance value, protect your legacy, and prepare for the future.**

Our ongoing collaboration has allowed us to understand your specific needs and challenges better. We value our conversations and the insights we gain from listening to you. This is the CLA promise, expressed in the values that drive our behavior: curious, collaborative, transparent, inclusive, and reliable. It's simply how we do business.

We have the qualifications to deliver quality, timely work using clear lines of communication and continuity. This proposal will take you on a journey outlining how we'll continue to work together — and the added value you can expect.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

Kristen Labbe

Kristen Labbe
Principal
863-680-5615
kristen.labbe@claconnect.com

Table of Contents

Your Current Reality – What We Know	4
Take a journey from your current reality to what it could mean to work with CLA	4
Imagine Your New Reality With CLA	5
Work with people whose values match your own	5
Understanding Your Needs	6
Summary of needs	6
Understanding Your Industry.....	7
State and local government experience	7
Deep industry connections.....	8
Insight to strengthen your organization.....	8
Support at every turn.....	9
Your Investment	10
No surprises	11
Firm Overview	12
Client Accounting and Advisory Services.....	13
References.....	14



Your Current Reality – What We Know

Take a journey from your current reality to what it could mean to work with CLA

We acknowledge the challenges Town is experiencing and how they could further impact your organization. Consider how seemingly minor issues can have undesirable consequences.

Our impression of your challenges

- **High turnover** — When you don't have a consistent service provider, you lose institutional knowledge and experience that can impact quality, extend timelines, and increase costs. But the true cost is your time — retraining takes you away from more important business priorities.
- **Missed deadlines** — Not closing your books on time impacts lender and vendor relationships and your ability to meet regulatory requirements. Rushed procedures bring increased risk. Bad financial information leads to bad business decisions.
- **Inexperienced team** — A team without necessary skills and knowledge can lead to material misstatements going undetected, or noncompliance with standards and regulations. You also lose the value quotient of the services provided because inexperienced teams don't have insightful suggestions or guidance to offer.
- **Lack of industry experience** — If your service provider can't identify risks and opportunities specific to your business, you lose the added insights of a team immersed in the industry. When your team is unfamiliar with industry regulations, requirements, and practices — it can lead to additional time and costs.
- **Inflexible approach** — Refusal to adapt to new circumstances or standards may restrict your service team's ability to obtain sufficient and appropriate evidence to support conclusions and opinions. You could be stuck with increased hours, reduced quality, inaccurate financial data and statements, and potential legal consequences.
- **Inefficient, manual processes** — Wasting time and effort on repetitive tasks that could be automated can negatively impact profitability, efficiency, workforce morale and retention — and your ability to keep up with changing customer demands and expectations.
- **Outdated systems** — Aging technology often requires more maintenance, repairs, and support and comes with inherent limits for growth and innovation. If your software is not providing timely data — or is not user-friendly, secure, and cost-effective — you can fall behind competitors who have modern, efficient systems.



Imagine Your New Reality With CLA

Pave the way for a stronger future. Working with CLA's knowledgeable and passionate team brings valuable insight and advice you can use to propel your organization toward sustainable growth.

Visualize an experience where you:

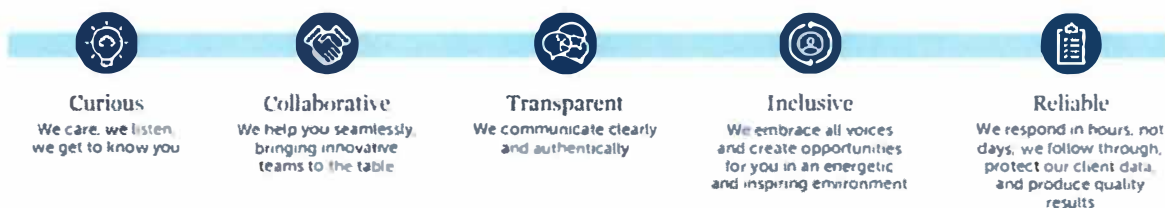
- Achieve long-term financial stability goals with insights from deeply involved principals, directors, and managers who understand your organization and are attuned to your needs
- Make sound decisions based on good information from timely, high-quality services
- Build better collaboration and efficiencies with clear, concise, and constant communication
- Develop constructive growth strategies with tailored advice from attentive, experienced professionals
- Implement sustainable improvements with consistent team members who have built a deep understanding of your operations, systems, risks, and needs over time
- Elevate your organization with support from seamless, scalable services that grow with you
- Improve efficiency and your overall success by automating processes so you can focus on value-added tasks
- Create a competitive advantage from insights derived from timely, meaningful data

Work with people whose values match your own

Our values drive our behavior and lead to service delivery that exceeds expectations and provides you with the [CLA client experience](#).

What does that mean?

It means you'll work with a team with the resources to support the whole of your organization. You can count on industry-specialized professionals who bring relevant and actionable ideas and strategies. Quite simply, you'll encounter value beyond the expected.



Your time is valuable: We know how to deliver quality, timely work, and we take care of the details so you can focus on what really matters: the important decisions that drive your success.

Understanding Your Needs

Summary of needs

Our engagement provides you access to the accumulated wisdom of the firm through professionals with substantial experience who can help your organization enhance its future and achieve its business goals.

CLA will provide the following services under the direction of the senior leadership team with specific responsibilities including, but not limited to:

Initial project services

- Configure FloQast to align with your close process and reporting requirements
- Conduct internal coordination sessions with the CLA engagement team to align on scope, timelines, roles, and responsibilities
- Review and, if needed, restructure the chart of accounts to support reporting, scalability, and alignment with best practices
- Provide training sessions to your team on systems, workflows, and reporting tools
- Ensure your team is comfortable operating within the new environment post-implementation

Ongoing finance and accounting services

Outsourced accounting functions:

- Train town staff as required to ensure accurate and timely data entry with documentation.
- Reconcile balance sheet accounts monthly and prepare journal entries
 - ❑ Cash and cash equivalents
 - ❑ Receivables – customer accounts, franchise and public service taxes, intergovernmental
 - ❑ Accounts payable
 - ❑ Unearned revenue
 - ❑ Long-term debt
 - ❑ Departmental allocations
- Participate in management and commission meetings as requested
- Prepare and analyze financial statement reporting packages monthly
 - Balance Sheet
 - Statement of Revenues, Expenditures, and Changes in Fund Balance
 - Supplementary information included in the financial statement reporting package, if requested, will be prepared and presented for additional analysis purposes.

Consulting and advisory services:

- Assist management with the budgeting/forecasting process
- Prepare budget amendments to Commission and update the budget per Statute
- Assist management in preparation for annual financial statement audit
- Prepare federal Form 1099 and Form 1096 from information provided by you and transmit federal Form 1099 to federal and state taxing authorities on your behalf



Understanding Your Industry

State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit — so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



Deep industry connections



CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.

We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA's State and Local Government Expert Panel
- AICPA's Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- Association of Government Accountants
- Florida State Society of CPAs
- Government Accounting and Auditing Committee
- Florida State GFOA
- Accounting, Auditing and Financial Reporting Committee

Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

Insight to strengthen your organization

When you're ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

- [National webinars](#) — Access complimentary professional development opportunities for your team.
- [Articles and white papers](#) — Stay current on industry information as issues arise.

Curious: *We care, we listen, we get to know you.*



Support at every turn



With [dedicated services specific to state and local governments](#), you have access to guidance on all aspects of your operations.

- [Audit](#), review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- [Cybersecurity](#)
- [Enterprise risk management](#)
- [Forensic accounting, auditing, and fraud investigation](#)
- Fraud risk management
- [Grant compliance](#)
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- [Internal audit](#)
- [Outsourced business operations](#)
- [Performance auditing](#)
- [Purchase card \(p-card\) monitoring and analytics](#)
- [Risk assessments](#)
- Strategic, financial, and operational consulting
- [Telecom management services](#)
- [Business opportunity assessments](#)
- [System optimization and selection](#)



Your Investment

Having upfront conversations builds relationships.

The value we can provide your organization goes beyond meeting your compliance needs. We can help you discover opportunities to enhance your performance and achieve your strategic goals. Our insights and strategies are tailored to your specific situation and represent a return on your investment.

Based on our understanding of your requirements, we propose the following estimated hours and fees:

Professional Accounting Services – FY2026	Base Fee	Technology Fee	Total Fee
Initial setup and client onboarding	\$24,000 (one-time)	\$1,200	\$25,200
Monthly accounting services – August & September	\$12,000 (monthly)	\$600	\$25,200
Finish catch up and budgeting – Mike & Robin	\$180,400 (hourly)	\$9,020	\$189,420
Total FY2026 remaining costs			\$239,820

Professional Accounting Services – FY2027	Base Fee	Technology Fee	Total Fee
Monthly accounting services	\$12,000 (monthly)	\$600	\$151,200
Consulting services	\$30,000 (hourly)	\$1,500	\$31,500
Total FY2027 costs			\$182,700

Hourly rates are as follows:

Level	Rate
Senior/Robin	\$120
Consulting Controller/Mike	\$155
Consulting CFO	\$200



The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.

Our fee quote is designed with an understanding that:

- Town personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are no significant changes to the scope, including auditing, accounting, or reporting requirements.

No surprises

Our clients don't like fee surprises. Neither do we. If changes or complexities occur — or any “out-of-scope” work is required — we'll discuss a revised fee proposal with you first.

It's not our policy or practice to bill our clients every time we receive a phone call or email. We're invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise.

Our last word on fees: we're committed to serving you and creating a long-standing relationship. If fees are a deciding factor in your selection of a professional services firm, give us a call and let's discuss.

Transparent: Clear, authentic communication and market-based fees.



Firm Overview

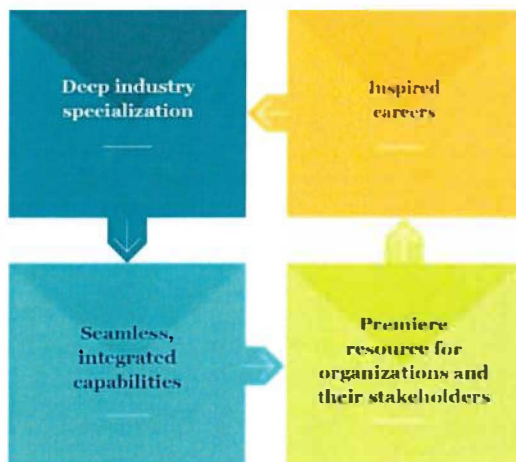
Right there with you.

At CLA, we work alongside you through decisions that shape your work and your life. Big or small, personal or professional, we're here to support what matters now and what's ahead.



As a professional services firm, we exist to create opportunities ... for you, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. We do this when we live the CLA Promise — a promise to know you and help you.

Opportunities for you



You'll find resources you would expect in the largest firms, with the personal touch of people who live and work in your community.

You'll access leaders and professionals in communities across the country, rather than from one central headquarters. We work together to look at your organization holistically, and then help you address challenges by offering support where you need it, from traditional audit and tax to outsourcing and wealth advisory.

As you navigate opportunities and challenges in a competitive and constantly changing environment, we'll embrace change, learn from it, and design processes to make interactions easier, more transparent, and seamless.



Opportunities for our people

At CLA, people find meaningful work in a fun, compelling, and energizing culture. Our people design their own customized careers through our inspired careers strategic advantage. In 2025 our total headcount was relatively the same as in 2024, and we continue to witness a remarkable retention rate of 88%. Inspired by their careers, our family members develop client relationships that bring deeper knowledge and help you shine. We're one family, working together to create opportunities.

What's more, CLA is building a culture of [connection and belonging](#) that welcomes different beliefs and perspectives. We want to represent the communities we serve and foster an environment of inclusion and belonging, resulting in enhanced value for our clients, our communities, and each other.

Inclusive: *We embrace all voices and create opportunities by removing barriers and helping our people build inspired careers.*

Opportunities for our community

CLA's community impact team unifies the work of connection, belonging and the CLA Foundation with a laser focus on advancing education, employment, and entrepreneurship within CLA and throughout our society.

Since 2015, our [CLA Foundation](#) has granted more than \$16.5 million from nominations made by and funds raised from CLA family members. Each grant recipient's work aligns with the foundation's mission to create career opportunities through education, employment, and entrepreneurship by connecting networks inclusive of all genders and races, veterans, and the disability community.

Read more in CLA's annual [Promise Report](#).

Client Accounting and Advisory Services

Our Client Accounting and Advisory Services (CAAS) practice provides tailored approaches to clients' business needs, whether it's assessing and identifying workflow demands, completing a large-scale project, serving in a vital interim financial role, or providing a fully outsourced accounting function to manage ongoing accounting and finance needs.

Our outsourced accounting services are designed to streamline your financial operations, enhance your financial reporting, and provide strategic insights that drive your business forward. Whether you need assistance with routine accounting tasks, in-depth financial analysis, or strategic growth planning, we are here to support you every step of the way.



References

Our clients say it best. And their independent, authentic perspective is invaluable in learning about the experience you'll have when working with us. We encourage you to connect with our clients to hear about it firsthand.

City of Port Richey	
Client Contact	Don King Jr.
Phone Number Email	(727) 816-1909 City.Manager@cityofportrichey.gov
Address	6333 Ridge Rd, Port Richey, FL 34668
Services Provided	Outsourced accounting and payroll services

City of New Port Richey	
Client Contact	Peter Altman
Phone Number Email	(352) 523-5050 paltman@dadecityfl.com
Address	38020 Meridian Ave, Dade City, FL 33525
Services Provided	Outsourced accounting services

City of Treasure Island	
Client Contact	Victor Ortiz
Phone Number Email	(727) 547-4575 vortiz@mytreasureisland.org
Address	10451 Gulf Blvd, Treasure Island, FL 33706
Services Provided	Outsourced accounting services

Transparent: We place honesty and integrity at the center of all communication. We welcome you to start an open and candid conversation with those who know us best.





Meeting Agenda Coversheet

MEETING DATE:	November 3, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RAFTELIS SERVICES			
STAFF RECOMMENDATION: (MOTION READY)	At the pleasure of the commission.			
SUMMARY and/or JUSTIFICATION:	The purpose of this item is for the commission to discuss the services of Raftelis and provide direction to staff.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
FISCAL IMPACT (if any):	N/A			0.00



Meeting Agenda Coversheet

MEETING DATE:	November 3, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION, DISCUSSION, RESIDENTIAL HOUSING REPAIR AND DOWN PAYMENT ASSISTANCE			
STAFF RECOMMENDATION: (MOTION READY)	At the pleasure of the commission.			
SUMMARY and/or JUSTIFICATION:	The purpose of this item is for the commission to discuss the SHIP program and its services.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
FISCAL IMPACT (if any):	N/A			0.00