



## Mayor and City Council Regular Session

Tuesday, February 04, 2025 at 6:30 PM

City Hall, 875 Main Street, Stone Mountain, Georgia 30083

### Agenda

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**Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith**

**Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos**

**Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant**

**Post 6: Council Member Teresa Crowe**

**Staff: Shawn Edmondson - City Manager - City Clerk | Maggie Dimov - Assistant City Manager - DDA/Economic Development Director | Danny Mai - Assistant City Clerk | Jeff Strickland - City Attorney**

**City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>**

**Link to join Webinar: [\[LINK\]](#)**

- I. Call to Order**
- II. Determination of Quorum**
- III. Invocation and Pledge**
- IV. Citizen Comments – Including comments from public/stakeholders (3 minutes per comment)**

*Comments from the Public*

*The public comments are reserved exclusively for comments from the public and not for immediate reply. The purpose of public comment is to allow the public to voice city related requests, concerns or opinions only during the public comment portion of the City Council meeting. I. The Mayor and City Council reserves the right to extend or limit the length of public comments based on: (1) the issue under discussion; (2) the number of items on the agenda; and (3) the extent to which the speaker remains constructive in their comments and questions. II. The public may not directly confront the public speaker but must direct all comments and questions to the Mayor and City*

*Council. III. Public harassment of or confrontation with a public speaker will not be tolerated. Members of the public violating tenets two or three will be asked to sit down or leave the premises.*

**V. Review of the Journal (City Clerk)**

- 1.** Request Minutes from City Council Meeting January 28, 2025 be approved - City Clerk Shavala Ames

**VI. Reading of Communications**

**VII. Additions, Deletions, Amendments & Changes to the Agenda**

**VIII. Adoption of The Agenda of The Day**

**IX. City Manager's Report**

1. City Manager Report - City Manager Shawn Edmondson
2. Presentation of Employee of the Month for January 2025
3. Presentation of Rising Star Employees

**X. Council Policy Discussion Topics**

**XI. Unfinished Business**

**XII. New Business**

- 1.** Consideration of an action on a request to appoint Katherine Meers to the Historical Preservation Committee Appointment, presented by Planning Director Richard Edwards
- 2.** Consideration of an action on a request to approve a Special Events Permit for the Mardi Gras celebration to be held on March 1, 2025, presented by Economic Development Director/Assistant City Manager Maggie Dimov
- 3.** Consideration of an action on a request to approve the Laserfiche Record Management software, presented by City Clerk Shavala Ames
- 4.** Discussion: Any appointment requiring council approval for removal should be under contract, requested by Council Member Mark Marianos.
- 5.** Discussion: Update on the progress of Warnall street name change to John C. Terrell St. requested by Council Member Mark Marianos.
- 6.** Discussion/Vote: Use for the Lawn on Main Discussion requested by Council Member Mark Marianos.
- 7.** Discussion: Progress Update/ presentation of Amendment to address issues with the directing of staff and retaliation against staff requested by Council Member Mark Marianos.
- 8.** Discussion: City Digital Signage as requested by Council Member Anita Bass
- 9.** Discussion: City Wayfinding Signage as requested by Council Member Anita Bass
- 10.** Discussion: Rules of Decorum as requested by Councilmember Shawnette Bryant

11. Discussion: Audio system as requested by Councilmember Gil Freeman
12. Discussion: Require/create a new Ordinance that requires meeting minutes approved before legal documents are signed to ensure CC votes in open records for Open Records Act compliance as requested by Councilmember Gil Freeman.
13. Discussion: Request new local auditor to audit all SPLOST 1 & 2 as requested by Councilmember Gil Freeman
14. Discussion: Downtown Development Authority as requested by Council Member Gil Freeman
15. Discussion: Relocate the confederate sign in the middle of the columns at the 5-way intersection, as requested by Councilmember Teresa Crowe
16. Discussion: Hiring Assistant City Attorney, requested by Councilmember Gil Freeman

**XIII. New Ordinances and Resolutions**

- [1.](#) Consideration of an action on a request to adopt resolution 2025-04 supporting the City of Stone Mountain's grant match for the 2025 Historic Preservation Fund CLG Survey and Planning Grant, presented by Planning Director Richard Edwards
- [2.](#) Consideration of an action on a request to adopt Resolution 2025-05 to supersede resolution 2024-14 regarding the enforcement of adherence to rules of decorum and ensuring equitable and effective meeting management, presented by City Attorney Jeff Strickland

**XIV. Remarks of Privilege**

**XV. Announcements by The Mayor**

**XVI. Executive Session to Discuss Personnel, Legal, Cyber Security and/or Real Estate (if needed)**

**XVII. Adjournment**



**Mayor and City Council Work Session**  
Tuesday, January 28, 2025 at 6:30 PM  
City Hall, 875 Main Street, Stone Mountain, Georgia 30083

**Minutes**

**Mayor and Council: Dr. Beverly Jones – Mayor | Post 3 :Mayor Pro Tem Ryan Smith  
Post 1: Council Member Anita Bass | Post 2: Council Member Mark Marianos  
Post 4: Council Member Gil Freeman | Post 5: Council Member Shawnette Bryant  
Post 6: Council Member Teresa Crowe**

**Staff: Shawn Edmondson - City Manager | Maggie Dimov - Assistant City Manager | Shavala Ames - City Clerk | Jeff Strickland - City Attorney**

**City of Stone Mountain, GA Facebook page: <https://www.facebook.com/CityofStoneMtn/>  
Link to join Webinar: [\[LINK\]](#)**

**Call to Order**

Mayor Jones called the meeting to order at 6:37 P.M.

**Determination of Quorum**

PRESENT: Council Member: Post 1 Anita Bass, Council Member: Post 2 Mark Marianos, Mayor Pro Tem: Post 3 Ryan Smith, Council Member: Post 4 Gil Freeman, Council Member: Post 5 Shawnette Bryant, Council Member: Post 6 Teresa Crowe, Mayor Beverly Jones

**Invocation and Pledge**

Mayor Jones led the Pledge of Allegiance, followed by the Invocation.

**Citizen Comments – Including comments from public/stakeholders**

**Citizen Comment 1: Kay Nunez** – Expressed concerns regarding the Lawn on Main and expected uses. Lawn on Main should be utilized as mixed use to include arts and music to engage with the talent in the city. Let the lawn be the highlight of the city. We need more business and ideas to bring people into the city.

**Citizen Comment 2: Susan Taylor** – Agreed with the previous comment about the uses for the Lawn on Main. It would be short sited to change the zoning now. Urge not to vote at this time and allow the citizen’s to be a part of the decision.

**Citizen Comment 3: Sean Minton** – See the good things that council is doing with information session on Homestead, Georgia Power presentation to help people reduce their power and the Citizen’s Academy. Lawn on main is a huge asset with a big ripple effect. Protecting the environment and property values are important and all concerns regarding the use are valid. There are solutions that can enrich the city to support city services and using assets wisely.

**Citizen Comment 4: Cheryl Dudley** – Discussed the success of having businesses that succeed. CSX does not need money regarding the pay for parking downtown. Why are they suddenly charging for parking downtown. The downtown businesses struggle to pay for parking. Spoke on the businesses

44 that are vacant downtown. German Bakery needs help. The sign for the cemetery does not need to  
45 move to be more visible.

46  
47 **Citizen Comment 5: Shani Linder** – Read an open letter on behalf of residents, property owners, and  
48 business owners who are deeply invested in the City of Stone Mountain regarding the Lawn on Main.

49  
50 **Review of the Journal**

- 51 1. Consideration of an action on a request to approve the October 1, 2024, City Council Meeting  
52 Minutes, requested by City Clerk Shavala Ames.

53  
54 It was discussed that the presented minutes should have more of a description of the motion. City Clerk  
55 Ames stated that there can be a median to meet the expectations of Councilmember Freeman’s  
56 expectations. Councilmember Freeman read an example of anticipated minutes from a 2010 City of  
57 Stone Mountain Council meeting. Councilmember Marianos argued that the minutes are descriptive as  
58 required. City Attorney Strickland read the Georgia Code on what the minutes should entail.

59  
60 **ACTION: MOTION TO APPROVE OCTOBER 1, 2024 CITY COUNCIL MEETING MINUTES AS  
61 PRESENTED**

62 Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 2 Marianos.

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64 **Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem:  
65 Post 3 Smith, Council Member: Post 6 Crowe

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67 **Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

68  
69 **MOTION PASSED**

- 70  
71 2. Consideration of an action on a request to approve the October 15, 2024 City Council Meeting  
72 Minutes, requested by City Clerk Shavala Ames.

73  
74 **ACTION: MOTION TO APPROVE OCTOBER 15, 2024 CITY COUNCIL MEETING MINUTES  
75 AS PRESENTED**

76 Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 2 Marianos.

77  
78 **Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem:  
79 Post 3 Smith, Council Member: Post 6 Crowe

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81 **Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

82  
83 **MOTION PASSED**

- 84  
85 3. Consideration of an action on a request to approve the January 7, 2025 City Council Meeting  
86 Minutes, requested by City Clerk Shavala Ames.

87  
88 **ACTION: MOTION TO APPROVE JANUARY 7, 2025 CITY COUNCIL MEETING MINUTES AS  
89 PRESENTED**

90 Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 2 Marianos.

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92 **Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem:  
93 Post 3 Smith, Council Member: Post 6 Crowe

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95 **Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

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97 **MOTION PASSED**

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- 4. Consideration of an action on a request to approve the January 14, 2025 Special Called Meeting Minutes, requested by City Clerk Shavala Ames.

**ACTION: MOTION TO APPROVE JANUARY 14, 2025 CITY COUNCIL MEETING MINUTES AS PRESENTED**

Motion made by Councilmember Post 1 Bass, Seconded by Council Member: Post 2 Marianos.

**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 6 Crowe

**Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

**MOTION PASSED**

**Reading of Communications**

**Adoption of The Agenda of The Day**

**ACTION: MOTION TO APPROVE THE AGENDA OF THE DAY**

Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 1 Bass.

**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe

**MOTION PASSED (UNANIMOUSLY)**

**Committee Discussion Items**

- 5. Stone Mountain Community Garden  
Columbus Brown gave an overview of the Stone Mountain Community Garden Committee (SMCG). The SMCG contributed over 15,000 fresh produces to 291 families in 2024 and donated 984 pounds of produce to the pantry (agenda packet pages 30-35). Would like for someone to do something about the safety issue on the entrance of the garden. Briefly discussed the SMCG budget.
- 6. Planning Commission – None
- 7. Economic Development/Downtown Development Authority – Economic Development Director Maggie Dimov gave updates on the Downtown Development Authority to include landscape project along Main Street and the installation of a mural at 901 Main Street. The DDA was awarded \$25,000 to which funds were used to support several projects in the city. There were 16 concerts held in 2024 and over 4000 participants at the Mardi Gras parade.
- 8. Historic Preservation Commission – None
- 9. Parks and Recreation Committee – None

**Staff Reports**

- 10. Public Safety- Police Chief- James Westerfield Jr  
Chief Westerfield reviewed the 2024 statistics for the Police Department. A presentation was held for the following: Major S. Parks - Completion of Chief Executive Training with GACP; Detective

152 Amy Hall - Officer of the Year; Officer Elizabeth Hilton - Promotion with City of Clarkson, Pinned by  
153 her brother Officer; Detective Swisher, Detective Hall, Officer Jabir, Officer Shedeke - Special  
154 Recognition.

- 155  
156 11. Administration- City Manager- Shawn Edmondson  
157 City Manager Edmondson reviewed the administrative reports for the month of December.

158 **City Manager’s Report**

- 160  
161 12. City Manager - Shawn Edmondson  
162 City Manager Edmondson discussed key topics that include the City Hall parking lot project –  
163 which funds are left over to fund another paving project. CSX parking lot meeting was held, and  
164 concerns were explained. Councilmember Freeman would like to see code violations.  
165 Councilmember Bryant noted that she does not see a strong code enforcement presence in the  
166 City. City Manager was instructed to send See Click Fix link to Council.

167  
168 **Council Policy Discussion Topics**

169 **Unfinished Business**

170  
171 Mayor Jones invited guests on the agenda to move to the top of the New Business section. Whitaker  
172 Accounting Firm was not contacted to present findings on the 2024 audit, nor was Attorney Walker to  
173 discuss blighted properties. City Manager Edmondson informed council the 2023 audit has not been  
174 complete and the 2024 audit is in RFP status. City Manager Edmondson will follow up on the audit and  
175 blighted properties once contact information is received.

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177 **New Business**

- 178  
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180 1. Consideration of an action of a request to set and advertise the Qualifying Fees for the 2025 City of  
181 Stone Mountain Municipal Election, requested by City Clerk Shavala Ames

182  
183 City Clerk Ames corrected the election year of the municipal election to 2025 and corrected the  
184 qualifying amount of Mayor to state \$720 and for Council Members to state \$360 (agenda packet  
185 page 46).

186  
187 **ACTION: MOTION TO APPROVE THE QUALIFYING FEES FOR THE 2025 CITY OF STONE**  
188 **MOUNTAIN MUNICIPAL ELECTION**

189 Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 2 Marianos.

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191 **Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem:  
192 Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council  
193 Member: Post 6 Crowe

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195 **MOTION PASSED (UNANIMOUSLY)**

- 196  
197 2. Consideration of an action on a request to authorize the purchase of JustFOIA, an Open Records  
198 Management Software in the amount of \$8,464.50, requested by City Clerk Shavala Ames

199  
200 City Clerk Ames gave an overview of the JustFOIA open records software (agenda packet pages  
201 47-67). Mayor questioned if the item is budgeted, City Clerk Ames confirmed the item is budgeted.

202  
203 **ACTION: MOTION TO APPROVE THE PURCHASE PF THE JUSTFOIA OPEN RECORDS**  
204 **MANAGEMENT SOFTWARE IN THE AMOUNT OF \$8,464.50**

205 Motion made by Council Member: Post 1 Bass, Seconded by Mayor Pro Tem: Post 3 Smith.

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**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe

**MOTION PASSED (UNANIMOUSLY)**

- 3. Consideration of an action on a request to set a Special Called Meeting date for the purposes of establishing a third Public Hearing Meeting date for the Homestead Exemption, requested by City Manager Shawn Edmondson.

City Manager Edmondson informed the Council on their options if they chose to opt-in or opt-out of the Homestead Exemption Tax (agenda packet page 76-78). City Attorney Strickland gave an overview of both options and what will take place if they choose to opt out. It was noted that a decision must be made on public hearing advertisements to satisfy state regulations.

**ACTION: MOTION TO SET PUBLIC HEARING DATES FOR THE HOMESTEAD EXEMPTION ON FEBRUARY 13, 2025 AT 10:00 A.M., FEBRUARY 13, 2025 AT 6:30 P.M., AND FEBRUARY 18, 2025 AT 6:30 P.M.**

Motion made by Council Member: Post 1 Bass, Seconded by Council Member: Post 2 Marianos.

**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe

**MOTION PASSED (UNANIMOUSLY)**

- 4. Consideration of an action on a request to authorize the purchase of Verkada, a citywide camera system in the amount of \$149,889.11, requested by City Manager Shawn Edmondson. City Manager Edmondson discussed the Alscan Verkada city-wide camera system and noted to refer to the workshop session held on December 17, 2025, where representatives introduced the platform (agenda packet page 79-85). Council Member Bryant stated that she was not in attendance at that meeting, therefore she needs more information before making an informed decision.

**ACTION: MOTION TO APPROVE THE AUTHORIZATION TO PURCHASE ALSCAN VERKADA CITY WIDE CAMERA SYSTEM IN THE AMOUNT OF \$149,889.11**

Motion made by Council Member: Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 6 Crowe

**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 6 Crowe

**Voting No:** Council Member: Post 4 Freeman, Council Member: Post 5 Bryant

**MOTION PASSED**

- 5. Consideration of an action on a request to approve the Financial Advisory Committee, requested by Mayor Dr. Beverly Jones.

City Attorney Strickland reviewed the previously submitted memorandum regarding the establishment of City committees in accordance to the Charter.



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**ACTION: MOTION TO APPROVE THE ESTABLISHMENT OF A CITIZENS FINANCIAL ADVISORY COMMITTEE**

Motion made by Council Member: Post 4 Freeman, Seconded by Council Member: 5 Bryant.

**Voting Yea:** Councilmember Post 4: Freeman, Council Member: Post 5 Bryant

**Voting No:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 6 Crowe

**MOTION FAILED**

**ACTION: MOTION TO APPROVE THE ESTABLISHMENT OF A CITIZENS ADVISORY COMMITTEE FOR SPLOST I AND SPLOST II**

Motion made by Council Member: Post 4 Freeman, Seconded by Council Member: 5 Bryant.

**Voting Yea:** Councilmember Post 4: Freeman, Council Member: Post 5 Bryant

**Voting No:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 6 Crowe

**MOTION FAILED**

- 6. Consideration of establishing regulation guidelines when obtaining an Occupation Tax Certificate (Business License) with the City of Stone Mountain regarding business hours, requested by Councilmember Teresa Crowe.

Councilmember Crowe noted that many businesses do not display their operation hours and would like to know the legal ramifications to withhold their business license if hours of operations are not provided. City Attorney Strickland stated the city could require that operation hours be provided on the business license application, but it would not go into effect for old businesses, only new businesses if adopted.

**[Due to the adoption of Resolution 2024-14, the meeting will end at 10:00 p.m. and any remaining items will be moved to the next available meeting]**

**Adjournment**

**ACTION: MOTION TO ADJOURN THE MEETING AT 10:01 P.M.**

Motion made by Mayor Pro Tem: Post 3 Smith, Seconded by Council Member: Post 5 Bryant.

**Voting Yea:** Council Member: Post 1 Bass, Council Member: Post 2 Marianos, Mayor Pro Tem: Post 3 Smith, Council Member: Post 4 Freeman, Council Member: Post 5 Bryant, Council Member: Post 6 Crowe

**MOTION PASSED (UNANIMOUSLY)**

Katherine M. Meers  
5305 Cloud St., Stone Mountain, GA 30083  
[REDACTED]  
kat.sales@kw.com

1/6/2025

Thank you so much for taking the time to read my letter of interest and review my resume.

My husband and I relocated to Stone Mountain City in July 2023, and we have quickly fallen in love with the community. I spent my childhood here, then moved away when I was in high school. The sense of connection and the unique charm of The Village are unlike anything I've experienced in Georgia—Stone Mountain truly feels like home to us!

I am eager to be involved with the Historic Preservation Commission because of my passion for real estate, which I've had the privilege of working in for several years. I'm especially drawn to historic properties, and I get most excited when I have the opportunity to work with homes that have rich histories. Since moving here, I've been struck by the number of beautiful, historic homes in the area, and I'm excited by the opportunity to help preserve and enhance the city's unique character.

I've been looking for a meaningful way to contribute to this community, and I believe that serving on the HPC would be a wonderful fit for me.

Thank you so much for your time! I hope to hear from you soon.

Sincerely,

Katherine Meers

**KATHERINE MEERS**  
**5305 Cloud St., Stone Mountain, GA 30038**

  
**kat.sales@kw.com**

**EDUCATION**

Georgia State University, Atlanta, GA  
*Bachelors of Science in Psychology, Dec 2015*

**WORK EXPERIENCE**

Keller Williams Realty Metro Atlanta  
Realtor, Independent Contractor, 2021 - present

- Assess client needs, explain real estate processes and provide guidance on buying, selling, and renting
- Conduct market analyses to assess pricing and evaluate market trends.
- Prepare and market properties through the MLS, open houses, and social media to attract buyers
- Help buyers find suitable properties, schedule showings, and provide insights into neighborhood and property details.
- Facilitate negotiations, draft and review contracts, and manage offers.
- Coordinate inspections, appraisals, and assist with negotiations based on findings.
- Ensure timely completion of all transaction steps, including deadlines, paperwork, and financial arrangements.
- Guide clients through the closing process, working with escrow and title companies to finalize the sale.
- Provide ongoing support and recommendations for service providers after the transaction.

Moments by Meers Photography, LLC  
Owner and photographer, 2019 – 2021

- Take high quality photos of people and pets in studio
- Proficient with DSLR camera, Einstein strobe and necessary modifiers
- Build genuine client relationships
- Manage a portfolio website and social media accounts
- Proficient in Photoshop and Lightroom

Saint Francis Veterinary Specialists and Emergency Services  
Veterinary Assistant in ER and Oncology, 2009 – 2021

- Schedule future appointments for clients
- Address customer services questions in a timely and accurate manner
- Properly directed phone calls to maintain smooth call flow
- Develop trusting relationships with clients through open communication and compassion
- Communicate with clients and provide education on animal care
- Able to stand in for co-workers when necessary
- Triage emergency patients and appointments
- Perform patient care from admission to discharge within the ICU
- Handle and record controlled drugs

Jerome B. Johnson State Farm Insurance Agency  
Property, Casualty, Life, Accident and Sickness Insurance Agent, September 2016 – April 2017

- Answer customer telephone calls regarding existing accounts
- Handle account and policy changes as requested by account holders
- Respond to concerns and questions regarding service; make sure calls escalate appropriately
- Quote prospects for life, health, property and casualty insurance
- Help with marketing to maintain and grow a client base

Crossfit Potens, Hyderabad, India  
Level 1 CrossFit trainer, 2012 – 2013

- Community outreach to increase sales
- Choreographed and led workouts for classes consisting of 20-30 people
- Assisted with web design

Ansley Animal Clinic, Atlanta, Ga  
Veterinary Assistant, 2011 – 2012

- Vaccination administration
- Prescription preparation
- Performed dental procedures on patients
- Assisted veterinarians with procedures and restraining patients
- Assisted with anesthesia monitoring and surgical preparation and procedures
- Kennel duties – animal husbandry

**LICENSES AND CERTIFICATIONS**

- Real Estate Salesperson License - Georgia | 417365 | 2021

**EXTRA CURRICULAR**

- Photography
- Working out
- Traveling
- Dancing
- Spending time with family and friends

**WORK REFERENCES**

- Brian Crawford  
Realtor, Director of Productivity/Associate Broker  
Keller Williams Realty Metro Atlanta  
[REDACTED]
- Jill Fossett  
Realtor, Productivity Coach/Operations Director  
Keller Williams Realty Metro Atlanta  
[REDACTED]
- Dr. Jessica Thiman  
Veterinary Oncologist (Supervisor, 4 years)  
Saint Francis Veterinary Specialists and Emergency  
[REDACTED]

**CHARACTER REFERENCES**

- Eileen Smith  
Past Real Estate coach turned friend  
[REDACTED]
- Troy Richmond  
Neighbor, friend  
[REDACTED]
- Gina Burke  
Family friend (28 years)  
[REDACTED]



**CITY OF STONE MOUNTAIN**  
 875 Main Street  
 Stone Mountain, GA 30083  
 Phone: (770) 498-8984  
 Fax: (770) 498-8609

12/3/08  
 Rev. 1

Item # 2.

**SPECIAL EVENT PERMIT  
 SPECIAL EVENTS AND TEMPORARY EVENTS**

DATE: 1/28/25 DATE STAMP: \_\_\_\_\_  
 APPLICANT NAME: Tony Harper  
 ADDRESS: 1291 Silver Hill Road  
 CITY: Stone Mountain STATE: GA ZIP: 30087  
 CONTACT NUMBER: [REDACTED]  
 BUSINESS NAME: Bundos Entertainment Company  
 ADDRESS: 1291 Silver Hill Road  
 CITY: Stone Mountain STATE: GA ZIP: 30087

Tony Harper herein make application to the City of Stone Mountain for a permit to hold the following event within the corporate limits of the City of Stone Mountain, Georgia:  
 Applicant Name

Mountain for a permit to hold the following event within the corporate limits of the City of Stone Mountain, Georgia:

TYPE OF EVENT: Mardi Gras Parade + Arts, Crafts + Music Festival  
 DATE OF EVENT: SATURDAY, March 7, 2025 HOURS: 4AM-11PM (Setup-TAKE DOWN)  
 REQUESTED AREA: Lawn on Main *Actual EVENT TIME: 12PM-6pm*

Approximate number of cars: 40 Approximate number of people: 1,500

Tony Harper 1/29/25  
 SIGNATURE OF APPLICANT DATE  
 PRESIDENT, BUNDOS ENTERTAINMENT COMPANY

APPROVAL: [Signature] 1/30/25  
 CITY MANAGER, CITY OF STONE MOUNTAIN DATE

The following conditions will apply: \_\_\_\_\_

**Per Appendix A - Zoning; Section 2-1.13 Special Permits**  
 Special event and temporary permits shall meet the regulations provided in this section. All applications for special permits shall be made to the city manager. Special permits shall include all special events and temporary events including art shows, carnival rides and special events of community interest. The city manager or their designee shall have the authority to grant special permits upon a determination that the special events, if granted, would not cause substantial detriment to the public good, would not negatively affect the safety and welfare of pedestrian and vehicular traffic, nor impair the purposes or intent of this zoning ordinance. The city manager shall have up to seven days to make a decision on the issuance of the permit. If the city manager or their designee fails to act on the issuance within this time frame, the city manager shall be deemed to have approved the submitted special permit.



# CITY OF STONE MOUNTAIN PERMIT APPLICATION FOR ASSEMBLY NO FEE REQUIRED

Filing Period – An application for an assembly permit shall be filed not less than ten (10) days or no more than thirty (30) days before the date on which it is proposed to conduct the assembly.

*Assembly means a group of two (2) or more persons who are together for a common cause or purpose, who stand, walk, congregate, or assemble upon any of the sidewalks, streets, or public property of the City, who evidence their cause by signs, slogans, common dress, solicitation of money, support, or membership, public speech, or the distribution of written materials.*

**Person seeking to conduct the assemblage:**

Name: Tony Harper  
Address: 1291 Silver Hill Road; Stone Mountain, GA 30087  
Telephone # [REDACTED]

**Person responsible for the assemblage:**

Name: Tony Harper  
Address: 1291 Silver Hill Road; Stone Mountain, GA 30087  
Telephone # [REDACTED]

**If the assemblage is to be conducted for, on behalf of, or by an organization, please complete the following:**

Name of Organization: Burdos ENTERTAINMENT Company  
Address of Headquarters: 1291 Silver Hill Road; Stone Mountain, GA 30087  
Telephone # of Headquarters: [REDACTED]

Authorized/Responsible Individuals of Organization: (please print names)

TONY HARPER  
CARMEN MALEZIA

Date(s) of the assemblage: Saturday March 1, 2025

Estimated number of people attending: 1500 Estimated number of vehicles: 40

Description of the vehicle(s): 20-40 Stage Vans + Sound Vans + Food Trucks (20)  
Parade 20-40 Cars trucks Floats motorcycles Golf carts Flatbed

Estimated number of animals (no hooved animals allowed): Request for ordinance waiver for ponies  
Types of animals involved in the assemblage: Request approval to allow up to 10 ponies on lawn for kid pony rides + up to 20 horses + dogs in parade Horses



**CITY OF STONE MOUNTAIN  
PERMIT APPLICATION FOR ASSEMBLY  
NO FEE REQUIRED  
PAGE 2**

Provide the time the participants will begin to assemble at the designated assemblage area:

Beginning time: 10 AM (Set-up time 6AM) EVENT TIME  
Vendors to set up beginning 10AM 12-6pm

Please list by street name or area and time for the assemblage:

Location #1: Name of Street or Area: LAWN on Main

Beginning Time: 6AM setup Ending Time: 11PM take down + clean up  
SET UP BY ORGANIZERS by organizers

**If multiple areas are being used for the assemblage, please complete the following information:**

Location #2: Name of Street or Area: \_\_\_\_\_

Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Location #3: Name of Street or Area: \_\_\_\_\_

Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Location #4: Name of Street or Area: \_\_\_\_\_

Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Please provide a statement as to whether the assemblage will occupy all or only a portion of the sidewalks, streets, or public property of the City:

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

**NOTE:** In order to verify full compliance with all applicable provisions of the city ordinance, additional information may be required after this application has been submitted for review and approval.

[Signature]  
Signature of Applicant

PRESIDENT, BUNDOSE ENTERTAINMENT

City Manager Approval

1/29/25  
Date Submitted

COMPANY

1/31/25  
Date Issued



**CITY OF STONE MOUNTAIN  
875 MAIN STREET  
STONE MOUNTAIN, GA 30083  
770-498-8984, FAX 770-498-8609**

**NOISE PERMIT REGISTRATION**

APPLICANT NAME: Tony Harper, President Budas Entertainment Company  
TYPE OF EVENT: MARDI GRAS PARADE + ARTS, CRAFTS + MUSIC FESTIVAL  
LOCATION OF EVENT: LAWN ON MAIN  
DATE AND TIME: Saturday MARCH 1, 2025; 6AM-11PM SETUP + TAKE DOWN  
NUMBER OF PEOPLE EXPECTED: 1,500 EVENT TIME  
12-6PM  
CONTACT PERSON: Tony Harper Tony Harper  
CONTACT #: [REDACTED]

This permit was approved by the Chief of Police on \_\_\_\_\_, 20\_\_\_\_. This event has been authorized by the Chief of Police to use sound or equipment not to exceed an audible distance of 100 feet from 7:00 a.m. to 11:00 p.m. Sunday through Thursday and 7:00 a.m. to 12:00 a.m. on Friday and Saturday (City Noise Ordinance 15-1).

**CHECK THE TYPE OF EVENT:**

- Public Health and Safety Purposes
- Outdoor Concerts and Theatrical Performances
- Outdoor Neighborhood Functions
- Civic and Religious Celebrations
- Recreational and Athletic Activities

J-R [Signature]  
Chief of Police Signature

1/31/25  
Date



# The City of Stone Mountain Police Department

## Off-Duty Uniformed Police Officers

The City of Stone Mountain Police Officers are licensed by the State of Georgia as Peace Officers and they can provide security for an event in which physical intervention may be required, such as a dance, party, sports events, or reception where there is a large crowd or an event in which alcohol is being served. Police Officers are also available to provide traffic control for events such as fun runs, bicycle rallies and other events that draw additional vehicular, bicycle and pedestrian traffic.

Off-duty police officer services start at a flat rate of \$60.00/hour/Holiday \$75.00/hour with a four-hour minimum but may be increased upon expected duties and large crowd control. Officers will be paid at the end of the service by cash or check unless prior arrangements have been made and approved.

If you would like to hire police officers for your facility or event, please contact Major S. Parks at 770-879-4980 or email [sparks@stonemountaincity.org](mailto:sparks@stonemountaincity.org).

Some events require a city business license and prior approval through City Hall and the Chief of Police. Please submit the form at least three weeks prior to your event. Some events will require a longer notification to meet all City requirements.

Date of Event: Saturday March 1, 2025

Type of Event: Mardi Gras Parade + Arts, Crafts + Music Festival

Event Location: Lawn on Main + Parade Route

Contact Name and Information: Tony Harper [REDACTED]

Expected Number in Attendance: 1,500

Number of Off-Duty Officers and Expected Hours: 21: 4 officers - 8 hours  
13 officers 4 hours  
4 officers 5 hours

Date of Agreement: \_\_\_\_\_

Signature of Contact Person: Tony Harper President, Byroads Entertainment Company

SMPD Authorized Signature: \_\_\_\_\_

Officer Assigned: \_\_\_\_\_

Chief of Police Signature: [Signature]

## Mardi Gras 2025 - Personnel Breakdown

Chief James R. Westerfield <jwesterfield@stonemountaincity.org>

Wed, Jan 29, 2025 at 7:27 PM

To: Carmen <mardigrasgeorgia@gmail.com>

Cc: Shawn Edmondson <sedmondson@stonemountaincity.org>, Miglena Dimov <mdimov@stonemountaincity.org>, "Lt. J.A. Aponte" <japonte@stonemountaincity.org>, "Major S.E. Parks" <sparks@stonemountaincity.org>, "Lt. Bob Hillis" <bhillis@stonemountaincity.org>

The final calculation for officer costs based on the provided breakdown is as follows:

- **Total Officers Needed:** 21
- **Pay Rate:** \$60 per officer
- **Guaranteed Hours:** 4 hours minimum
- **Event Duration:** Different shifts, with a maximum of 8 hours

### Breakdown by Shifts & Cost

1. **4 Officers (1000hrs - 1800hrs) → 8 hours each**
  - 4 officers × 8 hours × \$60 = \$1,920
2. **13 Officers (1300hrs - 1700hrs) → 4 hours each**
  - 13 officers × 4 hours × \$60 = \$3,120
3. **4 Officers (1300hrs - 1800hrs) → 5 hours each**
  - 4 officers × 5 hours × \$60 = \$1,200

### Total Cost for Officers

\$1,920 + \$3,120 + \$1,200 = **\$6,240**

*Note: Stone Mountain Park PD's 5 officers are not included in this cost calculation.*



**James Westerfield Jr.**  
Chief of Police

- 📞 770-879-4980 EXT. 136
- ✉ [jwesterfield@stonemountaincity.org](mailto:jwesterfield@stonemountaincity.org)
- 📍 838 BRAIN STREET, Stone Mountain, GA 30083
- 🌐 [stonemountaincity.com](http://stonemountaincity.com)

The City of Stone Mountain is a public entity subject to the Official Code of

Georgia sections 50-18-79 to 50-18-78 concerning public records. Email

is covered under such laws and thus subject to disclosure.



# CITY OF STONE MOUNTAIN PERMIT APPLICATION FOR A PARADE FEE REQUIRED

Filing Period – An application for a parade permit shall be filed not less than ten (10) days or more than sixty (60) days before the date on which the parade is to be conducted.

*Parade is any parade, march, ceremony, demonstration, show, exhibition, pageant, or procession of any kind, or any similar display, in or upon any street, sidewalk, park or other public place in the city.*

*If the parade is designed to be held by, and on behalf of, or for any person other than the applicant, the applicant for the permit shall file with the office of the city manager a communication in writing from the person proposing to hold the parade authorizing the applicant to apply for the permit on his or her behalf.*

**Person seeking to conduct the parade:**

Name: Tony Harper  
Address: 1291 Silver Hill Road, Stone Mountain, GA 30087  
Telephone # [REDACTED]

**Person who will be the parade leader and responsible for its conduct:**

Name: Tony Harper  
Address: 1291 Silver Hill Road; Stone Mountain, GA 30087  
Telephone # [REDACTED]

**If the parade is to be conducted for, on behalf of, or by an organization, please complete the following:**

Name of Organization: BUNDLES ENTERTAINMENT COMPANY  
Address of Headquarters: 1291 Silver Hill Road; Stone Mountain, GA 30087  
Telephone # of Headquarters: [REDACTED]

Authorized/Responsible Individuals of Organization: (please print names)

TONY HARPER  
CARMEN MALIZIA

Date of the parade: Saturday, MARCH 1, 2025

**Parade Route:**

Starting Point Stone Mountain Park Annex at 6826 JBA MEMORIAL

Termination Point Lawn on Main

Parade Hours: Start Time: 2 PM End Time: ~3 PM



# CITY OF STONE MOUNTAIN PERMIT APPLICATION FOR A PARADE FEES REQUIRED PAGE 2

Please indicate the interval of space to be maintained between units of the parade:

Approximately 15 feet

Estimated number of people participating in the parade: 750

Estimated number of vehicles included in the parade: 40  
Description of the vehicle(s): CARS, TRUCKS, FLOATS, MOTORCYCLES  
GOLF CARTS

Estimated number of animals (no hoofed animals allowed): 20 \*  
Types of animals involved in the parade: DOGS + HORSES  
\* REQUEST APPROVAL FOR UP TO 10 HORSES / PARADE

Please indicate the time at which units of the parade will begin to assemble at any assembly area(s): 12:00 PM VOLUNTEERS; 12:30 PARADE PARTICIPANTS

Please list by street name any assembly areas for the parade:

#1 SM Park Annex; 6826 JBR (R) #2 E. MOUNTAIN (R)  
#3 MAIN STREET (L) #4 MIMOSA (R)  
R: Right L: LEFT #4B LEON STREET (R) to LAWN ON MAIN

If the assembly areas for the parade will be multiple locations, please provide the time the participants will begin to assemble by location:

Location #1	Beginning Time: <u>2:00</u>	Ending Time: <u>- 3:00</u>
Location #2	Beginning Time: <u>2:10</u>	Ending Time: <u>- 3:00</u>
Location #3	Beginning Time: <u>2:30</u>	Ending Time: <u>- 3PM</u>
Location #4	Beginning Time: <u>2:50</u>	Ending Time: <u>- 3PM</u>

Please provide a statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed:

BOTH LANES OF PARADE ROUTE

**NOTE:** In order to verify full compliance with all applicable provisions of the city ordinance, additional information may be required after this application has been submitted for review and approval.



# CITY OF STONE MOUNTAIN PERMIT APPLICATION FOR A PARADE FEES REQUIRED PAGE 3

Section 18-4 of *The Code of the City of Stone Mountain, Georgia* authorizes the Mayor and City Council to set fees for parades by resolution; therefore, the Mayor and Council of the City of Stone Mountain has adopted the following fees for parade permits effective September 6, 2011:

Parade confined entirely to the public sidewalks - \$50.00  
Plus any additional fees determined by the City Manager, Chief of Police and Director of Public Works after review of the information submitted by applicant and/or previous parades conducted by the applicant or organization

Parade of 30 minutes in length or less - \$100.00 – Rolling Road Block Parade Only

Parade of more than 30 minutes - \$250 minimum - PAID  
Includes the use of two (2) Police Officers for one (1) hour each  
Thirty (30) minutes of four (4) Public Works staff members  
Plus any additional fees to be determined by the City Manager, Chief of Police and Director of Public Works after review of the information submitted by applicant and/or previous parades conducted by the applicant or organization.

Tony Harper  
Signature of Applicant

PRESIDENT, BUNDOS ENTERTAINMENT COMPANY

1/29/25  
Date Submitted

[Signature]  
City Manager Approval

1/31/25  
Date Issued

Amount Collected: \$250-

Date Collected: 1-16-25

COJ



PREVIOUSLY PAID + SUBMITTED Item #2.

# SIGN PERMIT APPLICATION

Permit No: \_\_\_\_\_ Total Fee: \$ 75

**Sign Location** 3 - City Rights of Way:  
① Mimosa + main (Double) ② 5 Way at JBR Memorial (Double) ③ 6803 JBR  
Address where sign will be located Suite City State ZIP *Secretary Front*

Bundos Entertainment Company  
Business Name Phone Business License Number

### New Sign Information

Free Standing  Monument  Wall  Banner Mardi Gras Banner  
 Other:  Illuminated

Sign Dimensions: 3' 6" by 5' 6" Area: \_\_\_\_\_ sq/ft Height above grade: \_\_\_\_\_

Gross wall area: \_\_\_\_\_ Materials: \_\_\_\_\_ Sign setback from R.O.W. \_\_\_\_\_

Beginning Date: Feb. 1, 2025 Ending Date: 3/2/2025

### Business Owner

Business Owner or Manager Phone Fax

Mailing Address (if other than above) City State ZIP

E-mail Address \_\_\_\_\_

Please provide information and photographs of all existing signs on this site.

### Sign Contractor

Company Name Agent

Mailing Address City State ZIP

Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Will Contractor install sign?  Yes  No Property owner's permission to install sign?  Yes  No

### Applicant's Signature

I hereby certify that all information provided herein is true and correct.

Tony Harper Tony Harper Bundosentertainment@gmail.com  
Applicant Print Name E-mail Address

President Bundos Entertainment Company 404 626 7471 1/16/25  
Applicant's Signature (Business Owner or Owner's Representative) Phone Date

Zoning	Zoning Case	Staff Only	Variance Case (if applicable)
Land Lot	Overlay District <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Approved <input type="checkbox"/> Denied by			Date
Comments			

### AGREEMENT TO PARTICIPATE IN OPEN CONTAINER EXEMPTION

The following agreement is between \_\_\_\_\_ Stone Mountain, GA 30083 ("Retailer") holding valid state and local licenses for the sale of alcoholic beverages for consumption on the premises, and Bundos Entertainment Company, a Georgia non-profit corporation qualified by the Internal Revenue Service to accept tax deductible contributions.

The effective date of this agreement is March 1, 2025 and ends on March 1, 2025.

Retailer agrees to the following:

1. That the open container exemptions is limited to the dates and times approved by the City of Stone Mountain in Resolution 2024-08 as further amended.
2. That by executing this agreement Retailer acknowledges it has received a copy of Resolution 2024-08 as further amended .
3. To provide patrons who want to leave the premises with an open container holding an alcoholic beverage with a map of the defined area, as shown in Resolution 2024-08 as further amended that shows them where patrons may consume or have in his or her possession an open container holding an alcoholic beverage.
4. That an open container taken from the premises must not be glass.

Bundos Entertainment Company agrees to the following:

1. To provide Retailer with a copy of Resolution 2024-08 as further amended.
2. To provide Retailer with copies of the defined map shown in Resolution 2024-08 as further amended for the date approved by the City of Stone Mountain.

FOR: \_\_\_\_\_

FOR: Bundos Entertainment Company

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**BUNDOS ENTERTAINMENT COMPANY**  
**P.O. 245 STONE MOUNTAIN, GA 30086**

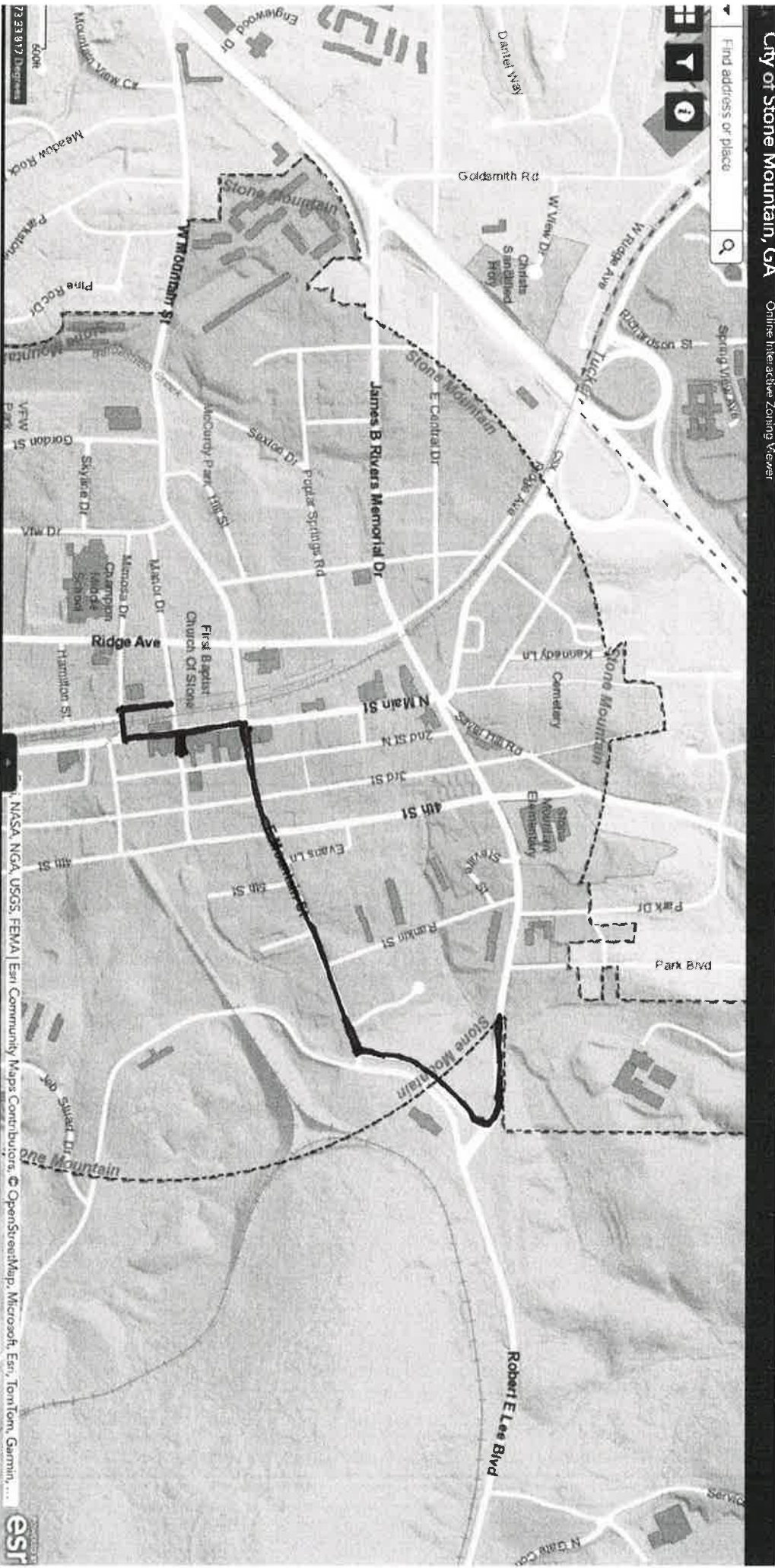
DATE: February \_\_\_\_, 2025  
TO: Shawn Edmondson  
FROM: Tony Harper  
RE: Agreement for the Open Container Exemption

Enclosed are eight agreements between Bundos Entertainment Company and the restaurants that want to participate in the open container exemption authorized by Resolution 2024-08 as further amended. The restaurants are:

Cherokee Rose BBQ  
Outrun Brewing Company  
Stone Pizza Kitchen  
Sweet Potato Café  
The Vibrary  
Art Station  
Front Porch Taqueria  
Gilly Brew Bar

Please express our appreciation to the Mayor and City Council for adapting the resolution. We hope to report on a successful event.

Thanks also to you, your staff and Chief Westerfield for your help and support.



CITY OF STONE MOUNTAIN

770-498-8984

\*\*\*\*\* R E P R I N T    R E C E I P T\*\*\*\*\*

REC#: 00027880    1/21/2025    11:18 AM

OPER: CJ    TERM: 006

REF#: 1016

PAID BY: BUNDOS ENTERTAINMENT CO

TRAN: 153.0000    SIGN/BANNER PERMITS

BANNER PERMITS - MARDI GRAS

01 -3000.32.2230

Sign Permits    75.00CR

TENDERED:    75.00    CHECK

APPLIED:    75.00-

CHANGE:                  0.00

THANK YOU FOR YOUR BUSINESS

CITY OF STONE MOUNTAIN

770-498-8984

\*\*\*\*\* R E P R I N T R E C E I P T\*\*\*\*\*

REC#: 00027881 1/21/2025 11:19 AM

OPER: CJ TERM: 006

REF#: 1015

PAID BY: BUNDOS ENTERTAINMENT CO

TRAN: 160.0000 PARADE PERMIT

2025 MARDI GRAS

01 -3000.32.2250

Parade Permit 250.00CR

TENDERED: 250.00 CHECK

APPLIED: 250.00-

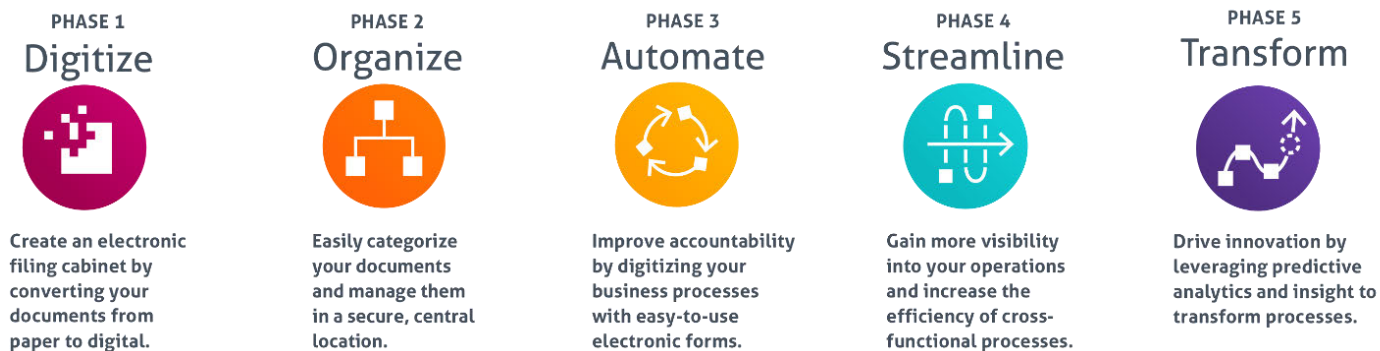
CHANGE: 0.00

THANK YOU FOR YOUR BUSINESS

## OVERVIEW: LASERFICHE

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

**Where to start.** MCCi leverages and recommends the Digital Transformation Model: an industry-accepted five-phased approach to transforming your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model guides whether you are in one department or looking to go enterprise wide.



**Select a solution.** In 1999, we searched for a solution with company stability, growth, and service commitment to clients. In our search for the best overall Content Services platform, Laserfiche stood out as a solution that meets clients' demands while being economical, scalable, and usable. Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with your existing solutions.

MCCi proposes the enclosed Laserfiche software and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

### USER-FRIENDLY

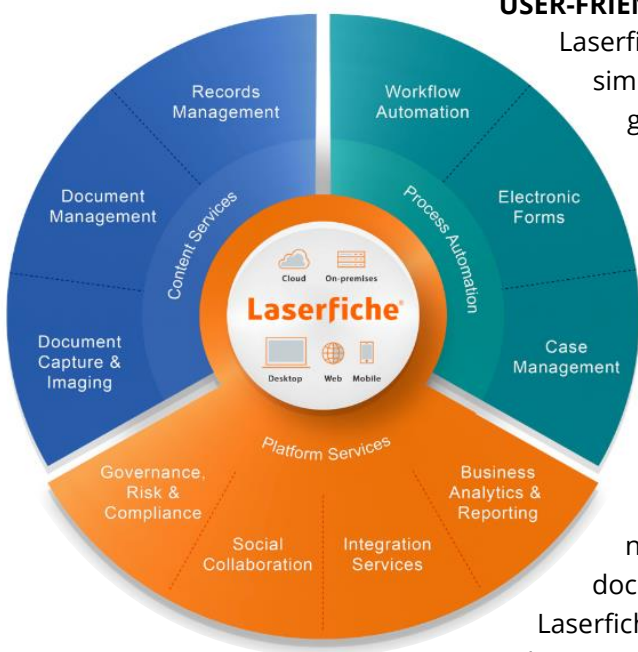
Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

### COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine what functions, such as scanning and printing, each staff member may use.

### INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.



## INTEGRATION

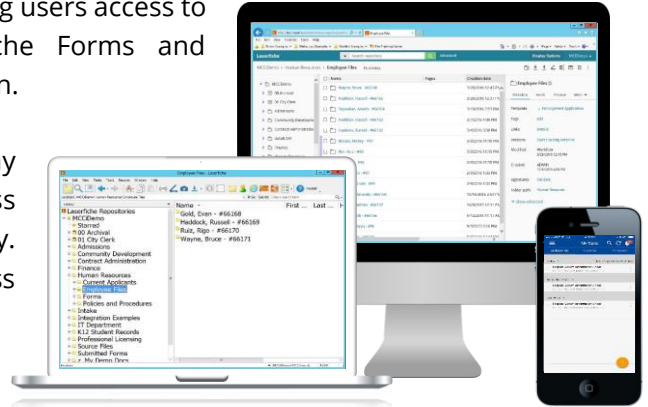
Laserfiche is your organization's central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provide seamless access to your records.

## E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through implementing Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

## MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options to ensure you can access Laserfiche from these devices and perform related actions quickly. There are also options to give your outside citizens/clients access to records through the web to promote transparency and decrease record requests.



*[remainder of page intentionally left blank]*

# LASERFICHE CLOUD LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
App. Servers/Repositories	1	1	1
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 5	Minimum of 25
100 GB Storage Per User	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Direct Share	Included	Included	Included
Automated/Encrypted Backups	Included	Included	Included
Intrusion Detection	Included	Included	Included
Automated Feature and Security Updates	Included	Included	Included
Import Agent w/Email Archiving	Included	Included	Included
Process Automation	Not Available	Included	Included
Connector	Not Available	Included	Included
Surveys	Not Available	Included	Included
Records Management	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Invoice Smart Capture	Not Available	Add-on Option	Add-on Option
Workflow Bots	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
Vault	Not Available	Add-on Option	Add-on Option
ScanConnect	Add-on Option	Add-on Option	Add-on Option
SDK	Not Available	Add-on Option	Included
Public Portal (WebLink) †	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
Forms Portal †	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with Ellucian Ethos	Not Available	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

This Master Services Agreement No. 23737 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

**1. Scope of Service**

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

**2. Fees**

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

**3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

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

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.



All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

#### **4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

## 7. **Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

## 8. **Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

## 9. **Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

## 10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

## 11. Warranty

### (a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

### (b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

### (c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## 12. Indemnification and Limitation of Liability

### (a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

### (b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

### (c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

### 13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

### 14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCI, LLC  
3717 Apalachee Parkway  
Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@mccinnovations.com](mailto:legal@mccinnovations.com)

If to Client:

City of Stone Mountain  
875 Main Street  
Stone Mountain, GA 30087  
Attn: Shavala Ames  
Email: [sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)

### 15. Miscellaneous

**(a) Third-Party EULA (End User License Agreement) Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

**(b) Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

**(c) Client Software Customizations.**

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

**(d) Company Software Configuration Services.**

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

**(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**(i) E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**(j) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(k) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

**(l) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(m) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(n) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(o) Dispute Resolution.**

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(p) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(q) Publicity.**

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(r) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(s) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(t) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(u) Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**(v) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(w) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(x) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCI, LLC**

**CITY OF STONE MOUNTAIN ("Client")**

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

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

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

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

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

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

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

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

875 MAIN STREET  
STONE MOUNTAIN, GA 30087

Pursuant to Master Services Agreement No. 23737 ("**Agreement**"):

Addendum No. 1, Addendum No. 2, and Addendum No. 3 are entered into as of \_\_\_\_\_, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and the Addendums, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1, Addendum No. 2, and Addendum No. 3 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCi, LLC**

**CITY OF STONE MOUNTAIN ("Client")**

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

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

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

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

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

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

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

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

**INITIAL LASERFICHE CLOUD MUNICIPALITY SITE LICENSE ORDER**

**PRICING: LASERFICHE**



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

**Bill /Ship to:** Shavala Ames  
[sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)  
**cc AP Contact:** [sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)  
**Cloud Admin:** Shavala Ames  
[sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)

**Client Name:** City of Stone Mountain  
**Client Address:** 922 Main Street, Stone Mountain, GA 30083  
**Quote Number:** 34504  
**Order Type:** Net New

**Quote Date:** January 15, 2025

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Annual Total</i>
<b><u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u></b>				
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,255.00	\$3,157.35	\$3,157.35
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
<b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>				<b><i>\$3,157.35</i></b>
<b><u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>				
<input checked="" type="checkbox"/> MCCi Managed Support Services for Laserfiche (MMSS) <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>	1	\$2,295.00	\$2,295.00	\$2,295.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	N/A	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$540.00	\$540.00
<b><i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>				<b><i>\$3,285.00</i></b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>				<b>\$6,442.35</b>

**TOTAL LASERFICHE PROJECT COST** **\$6,442.35**



*\*Products shown as "Included" will be implemented and configured **ONLY** if the applicable MCCi Service Package(s) is in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

***All Quotes Expire 30 Days from Quote Date***

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

**RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

**SALES TAX**

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

## PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
<b>All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	Post Project Kick-Off

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

## BILLING TERMS

MCCi will invoice Client as follows:

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

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# MCCi ASSUMPTIONS

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

## LIMITED LIABILITY

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

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

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

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

## CLIENT SOLUTION CUSTOMIZATIONS

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

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

## FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercial

reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

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

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

## WARRANTY

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

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

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

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

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

*[remainder of page intentionally left blank]*

# LASERFICHE CLOUD ASSUMPTIONS

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

## LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

## LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

### POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing).

### LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
<b>30+ days before the renewal date</b>	No Fee
<b>1-30 days before or on the renewal date</b>	10% Cancellation Fee
<b>1-30 days after the renewal date</b>	50% Cancellation Fee
<b>30+ days after the renewal date</b>	Non-Refundable

## OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

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

## DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

## LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

**ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 23737**MCCI SERVICES ORDER**PRICING: MCCI SERVICES**

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

**Bill /Ship to:** Shavala Ames  
[sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)  
**cc AP Contact:** [sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)

**Client Name:** City of Stone Mountain  
**Client Address:** 922 Main Street, Stone Mountain, GA 30083  
**Quote Number:** 34504  
**Order Type:** Services

**Quote Date:** January 15, 2025

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA – NCPA 01-162</i>	<i>Total</i>
<b><u>MCCI SERVICE PACKAGES</u></b>				
<input checked="" type="checkbox"/> Laserfiche Repository Configuration	1	\$4,500.00	\$4,275.00	\$4,275.00
<input checked="" type="checkbox"/> Implementation Management	1	\$4,050.00	\$3,847.50	\$3,847.50
<b><i>Service Packages Subtotal</i></b>				<b><i>\$8,122.50</i></b>

**GRAND TOTAL - ONE-TIME SERVICES**

***\$8,122.50***

**TOTAL LASERFICHE PROJECT COST**

***\$8,122.50***

*All Quotes Expire 30 Days from Quote Date*

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

**SALES TAX**

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

**SERVICES**

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCI **secure unattended access**.



# BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>Service Packages</b>	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LASERFICHE REPOSITORY CONFIGURATION

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

### CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

### MCCi DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels with no more than ten (10) folders in each level
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to two (2) user groups
- Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on repository configuration overview.

### EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software
- Configuring workflows

## IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

### MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## LIMITED LIABILITY

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

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

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

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

## CLIENT SOLUTION CUSTOMIZATIONS

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

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

## FEES

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

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

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

## WARRANTY

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

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

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND COMPANY’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY

CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THERE PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

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

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

*[remainder of page intentionally left blank]*

MCCI SERVICES ORDER

**PRICING: MCCi SERVICES**



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

**Bill /Ship to:** Shavala Ames  
[sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)  
**cc AP Contact:** [sames@stonemountaincity.org](mailto:sames@stonemountaincity.org)

**Client Name:** City of Stone Mountain  
**Client Address:** 922 Main Street, Stone Mountain, GA 30083  
**Quote Number:** 34504  
**Order Type:** Services

**Quote Date:** January 15, 2025

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
<b>MCCI SERVICE PACKAGES</b>				
<input checked="" type="checkbox"/> Laserfiche Repository Administrator Training - Half Day (Remote)	1	\$1,250.00	\$1,187.50	\$1,187.50
<input checked="" type="checkbox"/> Laserfiche User Training - Half Day (Remote)	2	\$1,250.00	\$1,187.50	\$2,375.00
<b><i>Service Packages Subtotal</i></b>				<b><i>\$3,562.50</i></b>

**GRAND TOTAL - ONE-TIME SERVICES** **\$3,562.50**

**TOTAL LASERFICHE PROJECT COST** **\$3,562.50**

*All Quotes Expire 30 Days from Quote Date*

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

**SALES TAX**

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

**SERVICES**

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.



# BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>Service Packages</b>	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – HALF DAY

MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

### MCCi DELIVERABLES

- Provide one (1) training session for three (3) hours
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

### ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single half-day onsite training will be accompanied by other training packages

### EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

## LASERFICHE USER TRAINING - HALF DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

### CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

### MCCi DELIVERABLES

- Provide one (1) training session for three (3) hours
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

### ASSUMPTIONS

- A single half-day onsite training will be accompanied by other training packages

### EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## LIMITED LIABILITY

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

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

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

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

## CLIENT SOLUTION CUSTOMIZATIONS

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

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

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

## FEES

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

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

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

## WARRANTY

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

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

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

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

*[remainder of page intentionally left blank]*



**RESOLUTION 2025-04**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STONE MOUNTAIN, GEORGIA, SUPPORTING THE CITY'S GRANT MATCH FOR APPLICATION FOR THE 2025 HISTORIC PRESERVATION FUND CLG SURVEY & PLANNING GRANT**

WHEREAS, the City of Stone Mountain, Georgia (the "City") has been vested with substantial power to regulate the use of property within the City for the purposes of maintaining the health, morals, safety, security, peace and general welfare of the City; and,

WHEREAS, the City has the legislative power to adopt reasonable resolutions or regulations relating to property within the City for which no provision has been made by general law and which are not inconsistent with the Constitution of the State of Georgia or any charter provision applicable thereto; and,

WHEREAS, the City has within its city limits numerous historic properties, for which the preservation and care thereof is of great importance and concern to the Mayor and City Council, City staff and citizenry; and,

WHEREAS, City staff desires to engage in the application process for the 2025 Historic Preservation Fund CLG Survey & Planning Grant (the "Grant") in order to further the betterment of the City's historic properties by way of updating the City's historic property survey, and to maintain the City's status as a Certified Local Government under the statewide Certified Local Government (CLG) program; and,

WHEREAS, the application process for the Grant is necessary to receive the Grant and accomplish an update to the City's historic property survey, and maintain the City's status as a Certified Local Government; and,

WHEREAS, the Mayor and City Council support the City's effort to engage in the application process for the Grant; and,

WHEREAS, the Mayor and City Council desire to authorize the City to contribute a forty percent (40%) match to the Grant as required by the terms of the Grant; and,

WHEREAS, all stated goals of this resolution are incorporated fully herein;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of Stone Mountain do hereby support the City's application for the Grant as follows:

1. The preamble of this Resolution shall be considered to be, and is hereby incorporated by reference as if, fully set out herein;

2. City staff is permitted to engage in the application process for the awarding of the 2025 Historic Preservation Fund CLG Survey & Planning Grant;
3. The required funding match on the part of the City is forty percent (40%), and the City shall contribute at least **Twelve Thousand** and 00/100 Dollars (\$12,000.00) in available funds, with said funds to be used to represent the City's required forty percent (40%) match for the 2025 Historic Preservation Fund CLG Survey & Planning Grant as awarded.

**SO RESOLVED** this **4<sup>th</sup> day of February** 2025.

**CITY OF STONE MOUNTAIN, GEORGIA**

**Approved:** \_\_\_\_\_  
**Dr. Beverly Jones, Mayor**

**Attest:** \_\_\_\_\_  
**Shavala Ames, City Clerk**

## RESOLUTION 2025-05

### A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF STONE MOUNTAIN, GEORGIA (THE “CITY”), TO SUPERSEDE RESOLUTION 2024-14 REGARDING THE ENFORCEMENT OF ADHERENCE TO RULES OF DECORUM AND ENSURING EQUITABLE AND EFFECTIVE MEETING MANAGEMENT

**WHEREAS**, the City Charter, Section 2.16(b) provides that, “In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Stone Mountain and may enforce such ordinances by imposing penalties for violation thereof”; and

**WHEREAS**, the City of Stone Mountain City Council values participatory democracy, civil discourse, and adherence to the established Rules of Decorum, which are designed to promote respect, inclusivity, and fairness in public meetings; and

**WHEREAS**, the City’s adopted Rules of Decorum emphasize the importance of treating all participants courteously, focusing on issues rather than personalizing debates, and uniformly enforcing order at public meetings; and

**WHEREAS**, instances of prolonged discussions, selective recognition of speakers, avoidance of certain topics, and debates centered on personal views undermine the effectiveness of meetings, discourage participation, and conflict with the Rules of Decorum; and

**WHEREAS**, the role of the Presiding Officer is crucial in ensuring adherence to these rules and maintaining a public meeting environment conducive to open and respectful public discourse; and

**WHEREAS**, in response to the above, the City Council adopted Resolution 2024-14; and

**WHEREAS**, the City Council, in further consideration of the policies adopted by Resolution 2024-14, has agreed to language certain modifications to such policies and procedures.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Stone Mountain, Georgia, this 17<sup>th</sup> day of **December**, 2024, as follows:

**Section 1: Affirmation of the Rules of Decorum.** The Rules of Decorum, as adopted by the City Council on September 6, 2022, are hereby reaffirmed as the guiding principles for all public meetings in the City of Stone Mountain.

**Section 2: Repeal and Replacement of Resolution 2024-14.** The City Council hereby repeals Resolution 2024-14 and adopts the following policies and procedures as written below.

**Section 3: Public Meeting Requirements.**

- (a) The Presiding Officer shall ensure equitable treatment of all attendees and participants by:
1. Allowing all individuals a fair opportunity to speak during public comment periods, without favoritism or bias;
  2. Adhering to established time limits and agenda structures to ensure orderly and efficient meetings; and
  3. Preventing personal or extended debates that detract from agenda topics.
- (b) The time allotted for an individual citizen's comments may only be extended upon a majority vote of the members of City Council present at such meeting.
- (c) Upon conclusion of the citizen comments portion of the agenda, no meeting attendees shall speak during the meeting without consent and approval of the City Council. Meeting attendees who violate this rule will be warned and, if such disruptions continue, will be subject to removal from the meeting.
- (d) A City Council member may motion to have a disruptive attendee warned and/or removed from the meeting. By majority vote of the City Council members present at such meeting, the disruptive attendee shall be removed.
- (e) No applause from the meeting attendees shall be allowed except for recognition of an achievement and in conjunction with applause from the City Council.
- (f) All City Council meetings shall end no later than 10:00 pm and any unfinished agenda items will be tabled until the next scheduled or special-called meeting.
- (g) At the work session or the regular meeting, for each item on the agenda, City Council members shall, collectively, be allotted a total of ten (10) minutes to speak and the Mayor shall be allowed a total of two (2) minutes.
- (h) No regular (voting) meeting agenda may be modified during a meeting to add new business items except in cases of emergency which shall be articulated and captured in the minutes of the meeting.
- (i) Neither the Mayor nor any City Council member shall act in an aggressive or combative manner towards the public or with each other.

- (j) The Presiding Officer shall remain, and if necessary, a majority of the City Council members shall ensure that the Presiding Officer remains, impartial and focus discussions on agenda items, avoiding selective omission or overemphasis of topics.
- (k) All actions and rulings by the Presiding Officer shall align with the City Council’s adopted Rules of Decorum and shall serve to:
  1. Prevent disruptions caused by disorderly conduct or unstructured debates; and
  2. Promote robust and inclusive dialogue that respects differing viewpoints.

**Section 3: Monitoring and Enforcement**

- (a) The City Council may review adherence to this Resolution and the Rules of Decorum through periodic assessments of meeting conduct.
- (b) Persistent violations of these principles by the Presiding Officer, the Mayor or any City Council Member shall result in a formal review of conduct by the City Council.
- (c) Potential corrective actions, including censure or other measures, shall be available as deemed appropriate by the City Council.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its adoption and shall serve as a directive to maintain the integrity, fairness, and decorum of all public meetings within the City of Stone Mountain.

**CITY OF STONE MOUNTAIN, GEORGIA, by  
and through its City Council**

By: \_\_\_\_\_  
Beverly Jones, Mayor

*[Affix City Seal]*

ATTEST: \_\_\_\_\_  
Shavala Ames, City Clerk