

City Council Regular Meeting Agenda

October 01, 2026 at 6:00 PM

Keene City Hall - Robert G. Cooper Council Chamber
1000 N. Old Betsy Rd., Cleburne, Texas 76031

Live Stream at <https://www.youtube.com/@cityofkeenetexas>

**Samantha Gillin - Place 2, Mayor Pro Tem | Troy Smith - Place 1 | Bob Chapman - Place 3
Rob Foster - Ward 1 | Johnny Shaw - Ward 2 | Chuck Easley - Ward 3**

1. Call to Order, Invocation, Pledge of Allegiance, Pledge to Texas Flag

2. Mayor Announcements

Cell phones are to be placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor.

3. Public Comments

Each person in attendance who wishes to speak to the City Council on an item NOT posted on the agenda shall speak during this section.

A speaker card must be filled out and given to the City Secretary before addressing the City Council. Each speaker will be allotted three (3) minutes.

City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who wishes to speak to the City Council on an item posted on the agenda shall speak when the item is called forward for consideration.

4. Reports

Informational reports only; no action to be taken.

A. Receive a report from Dr. Stephens, Keene ISD Superintendent, on the public schools; topics covering summer activities and the beginning of the school year.

B. City Manager's Comments – City Development Updates, Crosswalks at FM 2280 (Old Betsy) and 4th street and TXDOT Meeting

5. Consent Agenda

All items listed below have been previously discussed, require no deliberation, or are routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council. If discussion is desired, the item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff's recommendation.

A. Consider approval of the minutes of the regular Keene City Council meeting held on September 03, 2026.

B. Consider approval of the minutes of the special-called Keene City Council meeting held on September 17, 2026.

C. Consider approval of a corrected agreement between Johnson County and the Keene Police Department for Dispatching Services for Fiscal Year 2026-2027.

D. Consider approval of Addendum No. 2 to the Master Service Agreement with MCCi to receive expanded services of Laserfiche Cloud, and Addendum No. 3 for the added service of JustMeetings.

6. Public Hearing Items

- A. There is no public hearing scheduled for this meeting.

7. General

General business items for discussion:

- A. Discuss the speed limit of FM 3048, especially in the vicinity of the CR 805-B intersection, and give possible direction to staff on requesting TxDOT to consider a change to the speed limit for safety reasons.

8. Executive Session

Pursuant to the Texas Open Meetings Act, Chapter 551, Texas Government Code, the City Council may recess to Executive Session at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to any posted item and by the following authority:

- A. 551.071 CONSULTATION WITH CITY ATTORNEY and 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:** to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations (Industrial Park).

9. Reconvene into Open Session

To take action on the above-listed Executive Session item(s), if any.

10. Requests for Future Agenda Items

11. Adjourn

NOTE: The City Council reserves the right to meet in executive session closed to the public at any time during the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including § 551.071 (private consultation with the attorney for the city); § 551.072 (discussing purchase, exchange, lease or value of real property); § 551.073 – (deliberation regarding prospective gift); § 551.074 (discussing personnel or to hear complaints against personnel); § 551.076 (deliberation regarding security devices or security audit); § 551.087 (discussing economic development negotiations); § 551.089 (deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code). Any decision on such matters will be taken or conducted in open session following the conclusion of the executive session.

This is to certify that a true and correct copy of this Notice of Meeting was posted on the bulletin board at the Keene City Hall, 1000 N. Old Betsy Road, Cleburne, Texas a place readily accessible to the general public at all times and to the City's website www.keenetx.com, in compliance with Chapter 551, Texas Government Code, three business days prior to the start of this meeting.

Date: 09/25/2026 Time: 1:30 PM By: Holly B. Russell
Holly Russell, City Secretary

Accessibility Statement

The Keene City Hall is wheelchair accessible. The entry ramp is at the front, with entry at the front entrance to City Hall. Reasonable accommodation to furnish auxiliary aids or assistance to assist persons with special needs will be provided when seventy-two (72) hours advance notice is given. Please contact the City Secretary's Office at 817-641-3336 ext. 105.



City Council Regular Meeting

October 01, 2026 at 6:00 PM

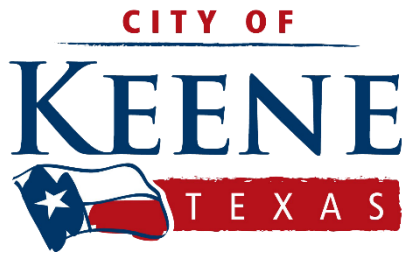
Report Item 4A

SUBJECT:

Receive a report from Dr. Stephens, Keene ISD Superintendent, on the public schools; topics covering summer activities and the beginning of the school year.

ATTACHMENTS:

- None



City Council Regular Meeting

October 1, 2026, at 6:00 PM

Submitted by:

Jonathan Seitz, City Manager
citymanager@keenetx.com

Report Item 4B

SUBJECT:

City Manager's Comments – City Development Updates, Crosswalks at FM 2280 (Old Betsy) and 4th street and TXDOT Meeting

BACKGROUND:

- Wayne Tomblinson Industrial Park continues to be developed with gas lines being moved. County Road 317 project has officially started. Discussions continue with the two additional manufacturing facilities. Should be seeing official Civil Engineer plans for O'Rielly Auto Parts any day now. Neighborhoods continue to be developed.
- Will be working with TXDOT to get additional crosswalks added to FM 2280 (Old Betsy) and 4th street with the city's responsibility to add sidewalks and ADA compliant ramps.
- Local TXDOT projects continue to move forward with the 67 bypass West bound off-ramp scheduled to open sometime in November. Frontage road is still on schedule and they have officially started working on widening the 917 bridge over I-35W and creating a clover style on and off ramp system.

FINANCIAL IMPACT:

ATTACHMENT

None



City Council Regular Meeting

October 01, 2026, at 6:00 PM

Submitted by:

Holly Russell, City Secretary
citysecretary@keenetxcom

Consent Agenda Item 5A

SUBJECT:

Consider approval of the minutes of the regular Keene City Council meeting held on September 03, 2026.

ATTACHMENTS:

- DRAFT – Minutes of the regular City Council Meeting held on September 03, 2026



City Council Regular Meeting Minutes

September 03, 2026 at 6:00 PM

Keene City Hall - Robert G. Cooper Council Chamber
1000 N. Old Betsy Rd., Cleburne, Texas 76031

Recorded Live Stream at <https://www.youtube.com/@cityofkeenetexas>

Members present: Samantha Gillin, Mayor Pro Tem; and Council Members Bob Chapman, Chuck Easley, Rob Foster, Jonny Shaw, and Troy Smith.

Members Absent: none

City Staff present: Jonathan Seitz, City Manager; Holly Russell, City Secretary; Don Martin, Director of Development & Neighborhood Services; Mira Lam, Director of Finance; Chief James Kidd, Keene Police Department; Chief Dan Warner; Keene Fire & Rescue; Cari Warwick, Management Assistant; and Keith Barrow, Digital Marketing Coordinator.

1. Call to Order, Invocation, Pledge of Allegiance, Pledge to Texas Flag

Mayor Pro Tem Gillin called the meeting to order at 6:00 p.m. and Council Member Smith gave the invocation.

2. Mayor Announcements

Ms. Gillin shared the funeral date and time for Yddo Ortiz.

3. Public Comments

Helen Kerwin, State Representative, gave an update on the topic of Data Centers in Johnson County. It is one of the biggest concerns she receives from citizens, even though most of the projects are outside of Keene. Earlier this year, the County passed a resolution to pause decisions on these projects until more research can be conducted. She plans to file two pieces of legislation this next session, one that will guardrail the datacenters and the other is to establish a buffer zone around state parks.

Troy Smith, Council Member, spoke about his belief that the city is under good leadership and action. Together, we can all move forward for the good of the city.

Holly Russell, City Secretary, spoke to a letter received from resident Joann Baynes regarding concerns over a Council Member's eligibility to hold office because his residence is also rented out on AirBnB. Ms. Russell explained that when the city receives an application for a place on the ballot, it takes the information filed on face value, but is compared to their driver's license and voter registration. Candidates also are required to sign a sworn affidavit that the information they are providing on the application is accurate. However, the question of residency is for the courts to decide. The City Charter does give Council the power to make a judgement on a Council Member's forfeiture of office, but there is no ordinance, policy, or procedure in place for this process or to allow for an investigation.

4. Reports

Informational reports only; no action to be taken.

- A. Receive a report from Dr. Stephens, Keene ISD Superintendent, on the public schools; topics covering summer activities and the beginning of the school year.**

Dr. Stephens was unable to attend due to a scheduling conflict that arose and kept him away. This report is rescheduled for the October regular meeting.

B. Receive the Quarterly Financial Report for the months of April 1 through June 30, 2026.

Mira Lam, Director of Finance, gave the Quarterly Financial Report. Revenue was 17 percent higher for this quarter than it was for this quarter last fiscal year. Contributing factors was property tax revenue received, permits issued, and Fire Department revenue. Sales tax revenue collected is also higher for the quarter this fiscal year than this quarter last fiscal year. Expenses year-to-date are almost 12 percent higher than year-to-date last fiscal year, however it is almost eight percent below budget. She reviewed the Money Market and Pooled Cash account balances and interest earned. The Water/Sewer Fund revenue is over 16 percent more than compared to this time last fiscal year. It is only seven percent below budget at this point, but more meters are still being swapped out with working meters which contributes to capturing accurate revenue and water usage. Year-to-date, revenue was higher than expenses for this fund. Expenditures were 25 percent higher than this time last fiscal year, but is still under budget for the current fiscal year.

C. City Manager's Comments – City Development Updates, State of the City Presentation, CR 317, Loss of Yddo Ortiz

Jonathan Seitz, City Manager, shared that Metalplate is moving forward and looking to be open about April or May of next year. He thanked the EDC Type A Board for assisting with the improvements of CR 317, set to start this month. Funds are covered by the sale of the Industrial Park land, and is not funded by taxpayer money. Mr. Seitz spoke about the loss of longtime Keene resident Yddo Ortiz, and his impact on the community. He and his friends were responsible for the start of the US Flags on Old Betsy program.

5. Consent Agenda

All items listed below have been previously discussed, require no deliberation, or are routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council. If discussion is desired, the item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff's recommendation.

- A. Consider approval of the minutes of the regular Keene City Council meeting held on August 06, 2026.**
- B. Consider approval of an agreement between Johnson County and the Keene Police Department for Dispatching Services for Fiscal Year 2026-2027.**
- C. Consider approval of the Interlocal Agreement (ILA) between Johnson County and the City of Keene for housing the City's Class C Misdemeanor Prisoners for Fiscal Year 2026-2027 (FY27).**

A motion was made to approve the Consent Agenda as presented, and seconded. The motion carried.

Motion made by Foster, Seconded by Shaw.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

6. Public Hearing Items

There was no public hearing scheduled for this meeting.

7. General

- A. Review, discuss, and consider action on offering Medical Access & Service Advantage (MASA) elective memberships to residents of Keene that help cover out-of-pocket costs for emergency ground and air ambulances.**

Will Winter, representative from MASA, was present to take further questions from Council on their services. He gave a recap of the program as to how it helps save residents on their emergency transport bills, and is a \$7.75 membership cost on their utility bill for the household, and it will also assist the city in capturing revenue for EMS services that Keene Fire Rescue provides. Citizens may opt out at anytime. The program covers all services providers in all fifty states. There were questions about how residents may opt out or back in, and the workload on city staff. Thomas Gutwa, resident, voiced concern about the automatic enrollment. Paul Gnadt, Keene resident, spoke about CareFlight's similar program and asked if it could be offered to opt-in instead. Mr. Winter mentioned they are set up for opt-out for cost-saving reasons. Ms. Debbie Singer, resident, spoke in favor of the program. A motion was made to approve offering Medical Access & Service Advantage (MASA) elective memberships to residents of Keene, with the cost of membership to be added to the city utility bill beginning February 1, 2027, with a flier in every water bill for three consecutive months prior; and seconded. The motion carried.

Motion made by Smith, Seconded by Shaw.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

- B. Review and discuss the no-new-revenue tax rate (NNR), the voter-approval tax rate (VATR) and the City's proposed tax rate for Fiscal Year 2026-2027 (FY27). Following discussion of the proposed tax rates, the City Council will consider approving a proposed tax rate for FY27, which requires a record vote, and shall schedule the public hearing date for adoption of the proposed budget, and to consider adoption of the tax rate.**

Mr. Seitz explained to Council that the vote is routine for the Budget process, and the City is required to pass the No New Revenue rate (NNR) for Fiscal Year 2026-2027 (FY27) due to the audits not being completed on time. Even with the NNR, the city will still see an increase in revenue due to the new housing coming in. A motion was made to approve the proposed tax rate at the No New Revenue rate of \$0.810641 per \$100 of taxable assessed value for Fiscal Year 2027, and set the date for a vote to adopt a tax rate as September 17, 2026 at 6:00 p.m.; and seconded. Mayor Pro Tem Gillin took a record vote, calling on each Council Member individually. The motion carried.

Motion made by Smith, Seconded by Foster.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

Voting Against: None

Abstaining: None

- C. Review, discuss, and take action on a resolution to approve or disapprove of the Central Appraisal District of Johnson County's (JCAD) plans to purchase and renovate an existing office building located at 240 N. Burleson Blvd., Burleson, Texas, for an appraisal office.**

Mr. Seitz explained the request from the Central Appraisal District of Johnson County (JCAD) and explained that the City could vote by resolution on the matter. No action on a resolution is considered approval of the request. He explained that the building is projected to be about a 12 percent increase in cost to each city. The cities understand JCAD's need for a bigger facility, but are concerned since there was no collaboration or input from the cities on this decision. If seven entities do not approve the request, then it could pause the process. A motion was made to approve Resolution No. 2026-505 to state the City's disapproval of the Central Appraisal

District of Johnson County's (JCAD) building acquisition proposal, and seconded. The motion carried.

Motion made by Easley, Seconded by Smith.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

D. Review, hold a discussion regarding a majority vote versus a plurality vote, and consider possible action on establishing a Charter Review Commission to review Section 4.09 CANVASSING OF ELECTION AND DECLARATION OF RESULTS of the Keene City Charter, which requires a candidate to be elected by a majority of the votes in an election.

Paul Gnadt, resident, spoke on the topic, addressing the recent Charter Review Commission’s decision on sending the amendment to Council for inclusion on the ballot in 2024. He mentioned the high percentage of votes in favor of the amendment. Mr. Gutwa, resident, spoke to Council not needing a commission to present an amendment to the Charter for an election. Council Member Smith spoke to the possibility of holding a Charter Review Commission to possibly consider changing Council terms to three year terms, and to get citizen feedback. There was concern expressed about changing the Charter within two years. There was a motion to take no action, and seconded. The motion carried.

Motion made by Foster, Seconded by Smith.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

E. Review, discuss, and possible action to provide direction to staff regarding the Proposed Budget for Fiscal Year 2026-2027, and to set the date of the public hearing and vote to adopt the budget on Thursday, September 17, 2026.

Mr. Seitz asked Council if they were any questions or concerns about the proposed budget, to which there were none. A motion was made for Council to set the special meeting date of Thursday, September 17, 2026, at 6:00 PM, as the date for the public hearing on the FY2027 Budget and to hold a vote on adopting the budget, and seconded. The motion carried.

Motion made by Foster, Seconded by Smith.
Voting Yea: Mayor Pro Tem Gillin, Chapman, Easley, Foster, Shaw, Smith

**** In accordance with Section 551.043 of the Texas Government Code, the City of Keene provides the following Taxpayer Impact Statement for the upcoming fiscal year budget:** For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

Taxpayer Impact Statement			
Property Tax Due on Median Valued Homestead			
2025 Rate vs 2026 Proposed Rate vs 2026 No New Revenue Rate			
	Rate per \$100 of Value	Median-Valued Homestead Property	Tax Due
2025 Adopted Tax Rate	\$ 0.828978	\$ 260,293	\$ 2,157.77
2026 Proposed Tax Rate	\$ 0.810641	\$ 248,834	\$ 2,017.15
2026 No New Revenue Rate	\$ 0.810641	\$ 248,834	\$ 2,017.15

8. Executive Session

There was no recess for an Executive session at this meeting.

9. Reconvene into Open Session

There were no items requiring action.

10. Requests for Future Agenda Items

Council Member Easley asked for discussion on the speed limit on FM 3048 at CR 308-B.

Mayor Pro Tem Gillin asked to place a report from a market organizer on the agenda.

11. Adjourn

There being no further business to discuss, Mayor Pro Tem Gillin adjourned the meeting at 8:07 p.m.

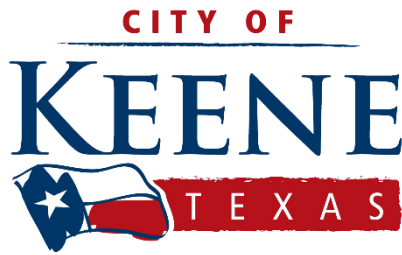
Approved on this the _____ day of October 2026.

APPROVED:

Samantha Gillin, Mayor Pro Tem

ATTEST:

Holly Russell, City Secretary



City Council Regular Meeting

October 01, 2026, at 6:00 PM

Submitted by:

Holly Russell, City Secretary
citysecretary@keenetxcom

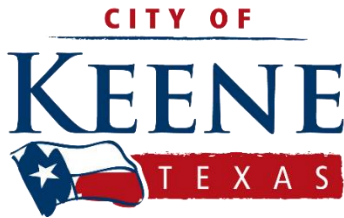
Consent Agenda Item 5B

SUBJECT:

Consider approval of the minutes of the special-called Keene City Council meeting held on September 17, 2026.

ATTACHMENTS:

- DRAFT – Minutes of the special-called City Council Meeting held on September 17, 2026



City Council Special Meeting Minutes

September 17, 2026 at 6:00 PM

Keene City Hall - Robert G. Cooper Council Chamber
1000 N. Old Betsy Rd., Cleburne, Texas 76031

Recorded Live Stream at <https://www.youtube.com/@cityofkeenetexas>

Members present: Samantha Gillin, Mayor Pro Tem; and Council Members Bob Chapman, Rob Foster, Jonny Shaw, and Troy Smith.

Members Absent: Council Member Chuck Easley

City Staff present: Jonathan Seitz, City Manager; Holly Russell, City Secretary; Don Martin, Director of Development & Neighborhood Services; Mira Lam, Director of Finance; Chief James Kidd, Keene Police Department; Chief Dan Warner; Keene Fire & Rescue; Cari Warwick, Management Assistant; Maggie Alegria, Development Services Coordinator; and Keith Barrow, Digital Marketing Coordinator.

1. Call to Order, Invocation, Pledge of Allegiance, Pledge to Texas Flag

Mayor Pro Tem Gillin called the meeting to order at 6:05 p.m. and Council Member Shaw gave the invocation.

2. Mayor Announcements

Mayor Pro Tem Gillin shared that Nation Night Out will be October 6, and all are invited to join city staff and first responders for a fun evening at City Hall.

3. Public Comments

There were no public comments given.

4. Reports

There were no reports given.

5. Consent Agenda

There were no items on the Consent Agenda requiring action.

6. Public Hearing Items

Public hearing and take possible action regarding the following items.

- A. **Hold a public hearing to receive citizen comments and hold a discussion on the Proposed Budget for Fiscal Year 2026-2027. This budget will raise more total property taxes than last year's budget by \$151,520.00 or 4.73%, and of that amount, \$154,787.00 is tax revenue to be raised from new property added to the tax roll this year.**

The Proposed Budget was available to view online at
<https://www.keenetx.com/DocumentCenter/View/2781/FY26-27-PROPOSED-Budget>

Mayor Pro Tem Gillin opened the public hearing at 6:07 p.m. No comments were made. No one coming forward to speak, the public hearing was closed at 6:07 p.m.

7. General

General business items for discussion:

- A. **Review, discuss, and possible action on Ordinance No. 2026-697 Approving a budget for**

DRAFT- Special Council minutes Page 1 of 5

the city of Keene for the fiscal year beginning October 1, 2026 and ending September 30, 2027 and appropriating money for the various funds and purposes of such budget including appropriations of money to pay interest and sinking fund requirements on all indebtedness.

Ms. Russell read the caption of Ordinance 2026-697, and Mayor Pro Tem Gillin asked for a motion if there was no further discussion or questions. A motion to approve Ordinance No. 2026-697 approving and adopting a budget for the City of Keene for the fiscal year beginning October 1, 2026, and ending September 30, 2027, was made and seconded. Ms. Russell conducted the record vote on the motion. The motion carried.

Motion made by Foster, Seconded by Shaw.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Foster, Shaw, Smith

Voting Against: None

Abstaining: None

Absent: Easley

ORDINANCE NO. 2026-697

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KEENE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF KEENE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING ON SEPTEMBER 30, 2027; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE SAID BUDGET; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS FOR MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY LAW; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- B. Review, discuss, and possible action on Resolution No. 2026-506 Ratifying the Property Tax Increase reflected in the FY2026-2027 Annual Budget. This tax rate will raise more total property taxes than last year's budget by \$151,520.00 or 4.73%, and of that amount, \$154,787.00 is tax revenue to be raised from new property added to the tax roll this year.**

Mayor Pro Tem Gillin explained that Council is required to adopt a resolution ratifying the property tax increase reflected in the annual budget. A motion was made to approve Resolution No. 2026-506 Ratifying the Property Tax Increase reflected in the FY2026-2027 Annual Budget, and seconded. The motion carried.

Motion made by Foster, Seconded by Smith.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Foster, Shaw, Smith

Absent: Easley

RESOLUTION NO. 2026-506

A RESOLUTION OF THE OF THE CITY OF KEENE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2026-2027 ANNUAL BUDGET AND ACKNOWLEDGING THAT THE BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

- C. Review, discuss, and possible action on an ordinance approving the 2026 certified appraisal rolls and levying taxes and adopting the City's 2026 tax rate for all taxable**

DRAFT- Special Council minutes Page 2 of 5

property for the 2026 Tax Year, at the No-New-Revenue rate of \$0.810641 per one hundred dollars (\$100.00) assessed value on all taxable property within the corporate limits of the City of Keene, as determined by the Johnson County Appraisal District.

Ms. Russell read the caption of Ordinance 2026-698, and Mayor Pro Tem Gillin asked for a motion if there was no further discussion. A motion to adopt a tax rate, \$0.810641, which is the no new revenue rate, as set forth in Ordinance No. 2026-698, was made and seconded. Ms. Russell conducted the record vote on the motion. The motion carried.

Motion made by Smith, Seconded by Foster.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Foster, Shaw, Smith

Voting Against: None

Abstaining: None

Absent: Easley

ORDINANCE NO. 2026-698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KEENE, TEXAS, APPROVING THE 2026 CERTIFIED PROPERTY TAX ROLLS AND ADOPTING AN AD VALOREM TAX RATE OF \$ 0.810641 AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF KEENE, TEXAS, FOR THE 2026TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF KEENE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING ON SEPTEMBER 30, 2027; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING APPLICATION OF TAXES COLLECTIBLE; PROVIDING FOR SEVERABILITY AND REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

**** In accordance with Section 551.043 of the Texas Government Code, the City of Keene provides the following Taxpayer Impact Statement for the upcoming fiscal year budget:** For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

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2026 No New Revenue Rate	\$ 0.810641	\$ 248,834	\$ 2,017.15

- D. Review and discuss the deteriorating retaining wall that is located between the private residential lots of Shelly Drive and Jenny Drive in Spring Creek Estates, and drainage issues.**

This matter was brought before city council previously at the May 7, 2026 City Council meeting when the city manager reported on the city engineer's findings, provided photos and the

engineering report with cost estimate. Residents Owen Larson and Eddie Arellano were in attendance. The City Attorney explained that the issue is a private property issue and the City is prohibited from using public funds for private issues. Council agreed that they should not spend public funds on a private property issue.

- E. Review, discuss, and take action on approval of the final plat for Sections A, B, and C of Phase III of the Ashton Home Place development, located in Tract 3, Abstract 589 of the J Mackey Survey, Johnson County, Texas; submitted by HRV Consultants on behalf of MKP Development, LLC. The property is generally located at 2101 County Road 805, in the City of Keene, Johnson County, Texas.**

Maggie Alegria, Development Services Coordinator, introduced this item and reported that the Planning & Zoning Commission met on September 14 and voted to recommend approval. A motion was made to approve the final plat for Sections A, B, and C of Phase III of the Ashton Home Place development, and seconded. The motion carried.

Motion made by Foster, Seconded by Chapman.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Foster, Shaw, Smith

- F. Review, discuss, and take action on approval of a revised final plat for Phase 2 of The Canyons development submitted by Kimley-Horn on behalf of DR Horton. The property is generally located at 303 Wayland Street in the City of Keene, Johnson County, Texas.**

Maggie Alegria, Development Services Coordinator, introduced this item and reported that the Planning & Zoning Commission met on September 14 and voted to recommend approval. Tyler Spain, Kimley-Horn, answered a question concerning lots in the flood plan. A motion was made to approve the revised final plat for Phase 2 of The Canyons development, and seconded. The motion carried.

Motion made by Chapman, Seconded by Smith.

Voting Yea: Mayor Pro Tem Gillin, Chapman, Foster, Shaw, Smith

8. Executive Session

There was no recess for an Executive Session.

9. Reconvene into Open Session

There were no items requiring action.

10. Requests for Future Agenda Items

No requests were made.

11. Adjourn

There being no further business to discuss, Mayor Pro Tem Gillin adjourned the meeting at 6:46 p.m.

Approved on this the _____ day of October 2026.

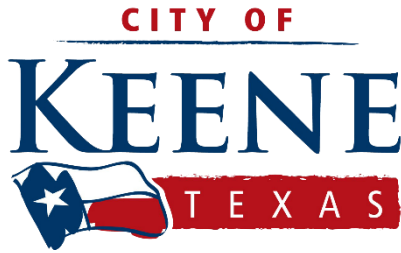
APPROVED:

Samantha Gillin, Mayor Pro Tem

ATTEST:

Holly Russell, City Secretary

DRAFT



City Council Regular Meeting

October 01, 2026, at 6:00 PM

Submitted by:

James Kidd, Chief of Police

jkidd@keenetx.com

Consent Agenda Item 5C

SUBJECT:

Consider approval of a corrected agreement between Johnson County and the Keene Police Department for Dispatching Services for Fiscal Year 2026-2027.

BACKGROUND:

Council approved the initial agreement on September 03, 2026; and on September 16, the County sent a corrected agreement and has asked that all cities have their governing authorities approve the corrected version. The initial agreement had a cost of \$48,707.76 for Fiscal Year 2026-2027, and that amount on the corrected agreement is now \$48,766.41, an **increase of \$58.65**.

FINDINGS/CURRENT ACTIVITY:

The Keene Police Department recognizes the cost savings of remaining in this agreement versus operating its own dispatch center. The Police Department budgets for dispatching services each fiscal year based on an estimate of the amount Johnson County will bill, as the interlocal agreement and next fiscal year amount billed do not arrive in time for an exact figure in the budget line item.

FINANCIAL IMPACT:

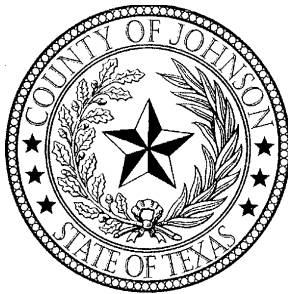
The agreement will **increase** the cost for dispatching services from the previously estimated amount of \$42,339.82 (FY26) to \$48,766.41 (FY27) which is a \$6,426.59 increase.

ACTION OPTIONS/RECOMMENDATION:

Staff recommend approving the Interlocal Agreement for Dispatching Services.

ATTACHMENTS:

- CORRECTED Interlocal Agreement with Johnson County for Dispatching Services for Budget Year 2026-2027.



STATE OF TEXAS §
 §
 COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
 FOR DISPATCHING SERVICES FOR BUDGET YEAR 2026-2027**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter “Agreement”) is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Keene Police Department, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity’s Police Department or Marshal’s Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

- A. Definitions:
1. *Radio*- Any device capable of two-way communication by use of radio waves.
 2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF’S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF’S OFFICE:
1. JOHNSON COUNTY SHERIFF’S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity’s Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF’S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF’S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF’S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF’S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF’S OFFICE will receive and record radio transmissions from Entity’s Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF’S OFFICE will provide and make available its teletype service to the Entity’s Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF’S OFFICE will use the Entity’s Police Department Number CDC or TX numbers on all messages for Entity’s Police Department.
 6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity’s Police Department units. The Entity’s Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF’S OFFICE will make available to the Entity’s Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF’S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may “forward” its main police department telephone number to the Johnson County Sheriff’s Office Dispatch center after 5:00 p.m. on weekdays and terminate the “forward” before 8:00 a.m. on the following work day. The Entity’s main police department telephone number may also be “forwarded” on weekends and holidays that are officially recognized by the Entity. The telephone number “forwarded” must be one used by the Entity’s police department and should not be a telephone number used by the Entity for other business or functions. “Forwarding” of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity’s police department personnel to respond. The request for the emergency “forward” must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity’s Police Department and such licenses will be maintained in good standing. The Entity’s Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF’S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
 Kathy Blackwell (or her successor)
 Johnson County Treasurer
 Johnson County Courthouse
 2 North Main Street
 Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity’s Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity’s Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney’s fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney’s fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2027. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF’S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity’s Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

DISPATCH FEES BEGINNING OCTOBER 1, 2026*Total Personal Cost for Dispatch 08-01-25 - 06-30-26*

\$1,988,299.17

25% of total personnel cost:

\$497,074.79

Calls for Service 08-01-25 00:00:00 - 06-30-26 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	8695	8622	73
Alvarado Marshal	8	5	3
Alvarado ISD	62	62	0
Joshua PD	3356	3296	60
Godley PD	1667	1633	34
Grandview PD	1239	1210	29
Rio Vista PD	950	940	10
Venus PD	5638	5574	64
Keene PD	2441	2363	78
Joshua ISD PD	205	200	5
Joshua Fire Marshal	0	0	0
Rio Vista ISD	35	34	1
Venus ISD PD	33	33	0
Keene ISD PD	39	38	1
Godley ISD PD	79	76	3
Total		24086	

Update numbers

Formual Amount= 100/ 24086

0.004151789

Percentage of Calls For Service*Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:*

Alvarado PD	35.7967
Alvarado Marshal	0.0208
Alvarado ISD	0.2574
Joshua PD	13.6843
Godley PD	6.7799
Grandview PD	5.0237
Rio Vista PD	3.9027
Venus PD	23.1421
Keene PD	9.8107
Joshua ISD PD	0.8304
Joshua Fire Marshal	0.0000
Rio Vista ISD	0.1412
Venus ISD PD	0.1370
Keene ISD PD	0.1578
Godley ISD PD	0.3155

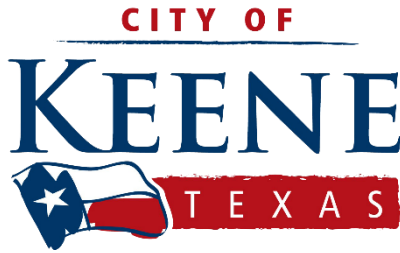
EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2026

Section 5, Item C.

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

Alvarado PD	\$177,936.51
Alvarado Marshal	\$103.19
Alvarado ISD	\$1,279.52
Joshua PD	\$68,021.20
Godley PD	\$33,701.04
Grandview PD	\$24,971.37
Rio Vista PD	\$19,399.25
Venus PD	\$115,033.42
Keene PD	\$48,766.41
Joshua ISD PD	\$4,127.50
Joshua Fire Marshal	\$0.00
Rio Vista ISD	\$701.67
Venus ISD PD	\$681.04
Keene ISD PD	\$784.22
Godley ISD PD	\$1,568.45
Total	\$497,074.79



City Council Regular Meeting

October 01, 2026, at 6:00 PM

Submitted by:

Holly Russell, City Secretary
citysecretary@keenetx.com

Consent Agenda Item 5D

SUBJECT:

Consider approval of Addendum No. 2 to the Master Service Agreement with MCCi to receive expanded services of Laserfiche Cloud, and Addendum No. 3 for the added service of JustMeetings.

BACKGROUND:

City staff have a need for greater archiving capabilities than what is currently in the Laserfiche agreement, which only allows five users to access the repository and does not have a public access link. Addendum No. 2 includes creating a public access link so that the city's archived records can easily be accessed by the public, will add licenses for five additional users so that the Finance, Public Works, and Development Services Department has access to utilize the archive, and has built in features that allow for better information management. This will also prevent the website from becoming an archive of files, and slowing down the web host's capabilities with the website. Addendum No. 3 will add MCCi's agenda and meeting management suite to the master services agreement. The current program, offered by CivicPlus, is being discontinued in early 2027. JustMeetings will integrate seamlessly with Laserfiche to store agendas and packets, and easily embeds into the website as the "Agenda Center" for the public to access up-coming meeting information. It also embeds the livestream, agenda packet, and live transcription of the meeting on the website for the public that wishes to watch from their computers. These features remain available even if accessing a recording of the livestream. JustMeetings also makes it possible to allow for remote attendance for officials that are able to participate in the meetings while away from home.

FINDINGS/CURRENT ACTIVITY:

The addition of these services was included in the FY 2027 budget. Including the services will offer greater access and participation to the public with local government and records.

FINANCIAL IMPACT:

The amount budget for the agenda and meetings management program will end up being about \$3,000 less since the budget used a quote from a competitor with a similar service. At that time, the city did not have a quote from MCCi when building the budget. Next Fiscal Year will see a reduction in these budget line items due the one-time set up and training fees not being part of the year two and three costs.

ACTION OPTIONS/RECOMMENDATION:

Staff recommend approving Addendums No. 2 and 3 to the MCCi agreement.

ATTACHMENTS:

- Addendum No. 2 to the MCCi Master Services Agreement 20049 expanding the Laserfiche Cloud services
- Addendum No. 3 to the MCCi Master Services Agreement 20049 adding agenda and meeting management service, JustMeetings
- Executed Master Services Agreement with MCCi, signed August 2025

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20049 ("**Agreement**"):

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

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

MCCi, LLC

CITY OF KEENE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE

Section 5, Item D.



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

Bill to: Holly Russell
citysecretary@keenetx.com

Ship to: Holly Russell
citysecretary@keenetx.com

cc AP Contact: financesupport@keenetx.com

Cloud Admin: Holly Russell
citysecretary@keenetx.com

Client Name: City of Keene

Quote Date: September 17, 2026

Client Address: 1000 N Old Betsy Road, Cleburne, TX 76031

Quote Number: 43807

Order Type: Platform Change

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>			
☒ Laserfiche Cloud Professional User Subscription (5-49 Users)	10	\$870.00	\$8,700.00
☒ Laserfiche Cloud Records Management Subscription	1	\$6,460.00	\$6,460.00
☒ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
☒ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
☒ Laserfiche Cloud Starter Audit Trail Subscription	1	Included*	Included*
☒ LF Cloud Public Portal Subscription (Up to 12k Views/Yr.)	1	\$675.00	\$675.00
☒ Up to 1,000 AI Units Per Year	1	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$15,835.00</i>
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
☒ MCCi Process Administration Support Services for Laserfiche (MPASS) <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$3,780.00	\$3,780.00
☒ MCCi Learning Management System (LMS) for Laserfiche Cloud (10-24 Users)	1	\$1,620.00	\$1,620.00
☒ MCCi SLA for Laserfiche (5-10 Users)	1	\$650.00	\$650.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$6,050.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			<i>\$21,885.00</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
MCCi SERVICE PACKAGES			
☒ Records Management Configuration for Laserfiche Cloud Without Training	1	\$6,750.00	\$6,750.00
☒ Implementation Management	1	\$3,825.00	\$3,825.00
<i>Service Packages Subtotal</i>			<i>\$10,575.00</i>
GRAND TOTAL - ONE-TIME SERVICES			<i>\$10,575.00</i>

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☒ Laserfiche Cloud Starter User Subscription (5-50 Users)	-5		
☒ MCCi Learning Management System (LMS) for Laserfiche Cloud (1-49 Users), Per User	-5		
☒ Laserfiche Software Support Credit Proration	1		
☒ <i>Existing Laserfiche Software Support Credit Total</i>			<i>(\$1,066.85)</i>

EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT

☒ Managed Support Services for Laserfiche Cloud	-1		
☒ MCCi Supplemental Support/Subscription Services Credit Proration	1		
<i>Existing MCCi Supplemental Support/Subscription Credit Total</i>			<i>(\$417.70)</i>

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	<i>(\$1,484.55)</i>
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TOTAL LASERFICHE PROJECT COST	<i>\$30,975.45</i>
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**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

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

Client acknowledges that approval of this platform change will cause a new annual support period. Concurrently, this will result in the cancellation and removal of all products listed on Appendix A upon expiration of their current support period. Any co-termed products not included in Appendix A will remain on the previous renewal agreement and support period.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. 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 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. Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice.

SALES TAX

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

REMOTE SERVICES

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

[remainder of page intentionally left blank]

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

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

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

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of total upon project 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.. Once payment has been received, no refunds for Recurring Services are available.

LASERFICHE CLOUD

Cloud Feature	Definition	MCCi's Managed Support Services	MCCi's Process Administration Services	
		MMSS	MPASS	MPASS2
AI - Smart Fields	MCCi will provide recommendations to extract, summarize, or analyze information in a document and store the resulting value in a field. Template and field creation with Ai prompting.	✓	✓	✓
AI - Prompting with Laserfiche Processes	Precise and structured phrasing used to instruct Laserfiche Ai to produce reliable, relevant, and controllable outputs. Optimize your Ai prompts with MCCi consultation on custom Ai prompt language.	✓	✓	✓
Configuration of <i>basic</i> Laserfiche Cloud Process Automation Services utilizing Forms and Workflow	Automatically extract values from documents and populate them into designated fields without requiring manual user input. Configuration of basic Automatic Extraction processes with Workflow or Import Agent.	✓	✓	✓
Public Portal Customization	Allows anonymous users to access a Laserfiche repository through WebLink for read-only purposes. Configuration of Basic Public Portal changes such as, Themes, Welcome Page, Navigation, Document Viewer Search Results, and Search options,	✓	✓	✓
Remote Basic Training	One-Two hour collaborative training sessions on Laserfiche module(s).	✓	✓	✓
Additional Administration and System Settings Consultation	MCCi will assist with and provide recommendations for best practices for user management, permissions, and overall system administration.	✓	✓	✓
Annual Review of Administration Settings and Repository best practices	An annual system review that evaluates current system settings, repositories, and operational processes, with actionable recommendations to align with best practices and optimize overall system efficiency.	✓	✓	✓
Priority Offering of Laserfiche CPPs & Empower Registration Scholarships	Priority offering of complimentary Laserfiche certification courses and Empower Registration Scholarships, based on availability.	✓	✓	✓
Laserfiche Quick Fields Configurations	Automated data capture solution that can process both imaged and electronic documents. Configuration of basic Quick Fields Sessions with automation through Agent.	✓	✓	✓
Laserfiche Import Agent Configuration	Configuration of Import Profiles, enabling automated document imports from monitored folders into the Laserfiche repository	✓	✓	✓
Laserfiche Connector Profiles Configuration	Tool designed to integrate Laserfiche with various business applications, such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. MCCi will assist with setting up Connector profiles and help maintain profiles.	✓	✓	✓
Basic Records Management Module Overview Training	MCCi will provide a high-level overview of the Records Management module; initial training is not available under this support level.	✓	✓	✓
Dedicated Certified Professional	Addition to break/fix, direct assigned Analyst to assist with creation and management of processes, Institutional knowledge of your system, and suggestions on improvements to processes.		✓	✓

Section 5, Item D.				
Administration Configuration Services	MCCi will assist with administration configuration services, including setting up users, templates/fields, and security.		✓	✓
Proactive recurring consultation calls	Upon Client's request, Client's MPASS representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.		✓	✓
Institutional Knowledge of Client's Solution	MCCi documents the client's specific usage, business processes, and integrations, and can assist in transferring that knowledge to the new solution administrator.		✓	✓
Annual Review of business process & cloud process automation configurations	MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.			✓
Maintenance of MCCi/Client configured <i>complex</i>* business processes	The assigned representative will maintain MCCi- or Client-configured complex business processes. These mission-critical, extensively configured solutions may receive minor tweaks, upgrades, updates, and process improvements. For new complex Forms, Workflow, or Transparent Records Management work, please consult your Account Executive about Business Process Configuration Services.			✓
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	MCCi will assist with basic JavaScripting as well as CSS Styling and basic calculations within Laserfiche Forms. Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.			✓

*A **complex** business solution is a large business process with an extensive configuration that is mission-critical to the organization.

Hours: MCCi allows clients to use their hours for a multitude of services, as long as a request does not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new **complex** business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

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

MCCI'S LEARNING MANAGEMENT SYSTEM (LMS) FOR LASERFICHE*

MCCi LMS is a powerful resource to enhance your operations by viewing Laserfiche trainings and easily create custom videos tailored to your specific use cases. With MCCi LMS you'll be able to:

- Learn how to use the Laserfiche solution with ever-increasing content of training videos
- Develop training materials specific to your agency's workflows
- Streamline onboarding of new employees
- Improve knowledge sharing across your team

**The LMS subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
 - Client Self-Hosted
 - Cloud Applications

**Full SLA document is available upon request*

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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.
- MCCi may choose to utilize the third-party service Jira (<https://www.atlassian.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Jira.
- 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.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the continental United States.

- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- 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.

ON-PREM ASSUMPTIONS

- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires:
 - 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 to 5:00 PM local time within the continental United States.
 - 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.
- 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.
- Client will acquire, install, and set up TLS certificates that meet application requirements.

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 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.

ON-PREM 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.

RECORDS MANAGEMENT CONFIGURATION FOR LASERFICHE CLOUD TRAINING

MCCi will configure Records Management in Client's repository within Laserfiche Cloud using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCi DELIVERABLES

- Create up to three (3) templates with up to seven (7) fields, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful
- Conduct one (1) remote overview session on administering and executing the processes built by the MCCi project team
- 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

EXCLUSIONS

MCCi is not responsible for the following:

- Provide training on administering and executing the processes built by the MCCi project team
- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions
- Installing software
- Training on Laserfiche Records Management functionality outside of the process built by the MCCi project team

ASSUMPTIONS

- Client owns Laserfiche Cloud Records Management Edition.

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), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 5:00 PM local time within the continental United States.

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 within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

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

LIMITED LIABILITY

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

THIRD PARTY PRODUCTS

MCCi does not warrant third-party products procured on behalf of Client. If there are any product warranties provided by a third-party/manufacture, any remedy should be requested directly from third-party and MCCi has no liability associated therewith. Clients are required to comply with third-party's terms and conditions, including any end-user license agreement, cancellation/notification requirements, acceptable use policy.

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 and PowerPack 2 by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- MCCi ArcGIS Integration
- GoFiche Suite for Avante/Rio/Subscription

- Common Web Service API for Laserfiche
- MCCi Community Development
- MCCi Licensing & Compliance
- MCCi Government Websites

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.

SERVICE 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 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 COMMERCIAL 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.

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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.

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 platform changes or 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 -after the renewal date will be charged the greater of a \$150 or a 20% cancellation fee based on the total annual Laserfiche Cloud subscription cost.

- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	the greater of \$150 or 20% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

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

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. 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.

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INITIAL JUSTMEETINGS ORDER

Pursuant to Master Services Agreement No. 20049 ("**Agreement**"):

This Order, designated as Addendum No. 3, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes 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. 3 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc

CITY OF KEENE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: JUSTMEETINGS

Section 5, Item D.



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

Client Name: City of Keene

Client Address: 1000 N Old Betsy Road, Cleburne, TX 76031

Quote Number: 43919

Quote Type: New System

Bill to: Holly Russell

citysecretary@keenetx.com

Ship to: Holly Russell

citysecretary@keenetx.com

cc AP Contact: financesupport@keenetx.com

Quote Date: 9/21/2026

Subscription Period Start Date:

Date of Contract Execution

Subscription Period End Date:

12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JUSTMEETINGS ANNUAL RECURRING SERVICES</u>			
☒ JustMeetings - City/County Hometown	1	\$7,500.00	\$7,500.00
☒ JustMeetings Media - Up to 250 hours of live stream per year	1	\$3,499.00	\$3,499.00

SUBTOTAL - RECURRING ANNUAL SERVICES	\$10,999.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JUSTMEETINGS SERVICE PACKAGES</u>			
☒ JustMeetings Standard Implementation	1	\$2,500.00	\$2,500.00
☒ JustMeetings Media Implementation Package	1	\$250.00	\$250.00

SUBTOTAL - ONE-TIME SERVICES	\$2,750.00
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<i>Hardware Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JUSTMEETINGS HARDWARE</u>			
☒ Edge Device	1	\$1,500.00	\$1,500.00

SUBTOTAL - ONE-TIME HARDWARE	\$1,500.00
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YEAR 1 ORDER COST	\$15,249.00
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$11,548.95
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	\$12,126.40

RECURRING SERVICES

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below ("Termination" section).



SALES TAX

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

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

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BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon receipt of Order. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

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. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

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.
- MCCi may choose to utilize the third-party service Jira (<https://www.atlassian.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Jira.
- 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's 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.
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.

- All services will be performed Monday – Friday, 8:00 AM to 5:00 PM local time within the contiguous United States.
- 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.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.

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 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.

JUSTMEETINGS STANDARD IMPLEMENTATION PACKAGE

This implementation package includes configuration of a single board. As part of onboarding, MCCi trains Client's staff on JustMeetings' Duplicate feature, so Client can create additional boards by duplicating an existing one, adjusting the roster, and updating the cover page, typically in a matter of minutes. For boards where duplication isn't practical due to significant structural differences, MCCi can scope additional Implementation Services.

CLIENT DELIVERABLES

- Designate a primary project point of contact and any required subject matter experts.
- Complete the pre-implementation discovery questionnaire within 5 business days of receipt.
- Provide Word versions (not PDF) of Agenda, Minutes, and Staff Report templates.
- Provide documentation of the agenda approval/workflow process
- Provide a spreadsheet of users, including name, email, title, department, and role, for account setup.
- Ensure key staff availability for scheduled discovery and training sessions.
- Review and approve platform configuration during the User Acceptance Testing (UAT) window.
- Provide a PNG of your logo and preferred color palette for public portal theming, if applicable.

MCCi DELIVERABLES

- Conduct Pre-Implementation Session to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session to identify implementation milestones and introduce Client to the JustMeetings Platform
- Lead up to two 1-hour discovery sessions to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Setup of core features: workflow and process creation, task management, live meeting management tools, document sharing and publishing, public portal configuration, and citizen engagement functionalities.

- Standard configuration templates applied to the Client's governance processes.
- One half day of remote training for Client staff, structured as two 1-hour onboarding sessions (platform and settings overview, followed by Q&A) plus up to two 1-hour staff training sessions on topic creation, workflows, and approvals. Training covers system navigation, content creation, agenda workflows, live meeting tools, and public engagement features.
- One dry-run / mock meeting session prior to go-live.

EXCLUSIONS

- Custom software development or integrations beyond JustMeetings' standard configuration options.
- MCCi is not responsible for customizing training materials for the client.
- Migration of historical meeting archives (PDF/video) is not included.

ASSUMPTIONS

- All services provided by MCCi not to exceed 10 hours
- Client-provided files are in usable, standard formats; MCCi is not responsible for correcting corrupted or improperly formatted files.
- Implementation timeline assumes client responses/approvals within 5 business days of each request; delays may extend the timeline.
- Training is delivered via MCCi's standard video conferencing platform.

JUSTMEETINGS MEDIA IMPLEMENTATION PACKAGE

CLIENT DELIVERABLES

- Client provides streaming encoder hardware

MCCi DELIVERABLES

- Provide RTMP Address and Stream Key

ASSUMPTIONS

- MCCi does not sell or install AV hardware for JustMeetings Media
- Only English Closed Captions are included
- Client has procured JustMeetings

JustMeetings Terms of Software Service

These **Terms of Software Service (these "Terms")** apply to all Orders placed for the JustMeetings software provided as a service (the "Solution"), together with any MCCi-provided hardware furnished in connection with the Solution (the "Hardware"). These provisions shall take precedence and shall survive after termination or expiration of any Order.

WARRANTIES & DISCLAIMERS

MCCI DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS, THE SOLUTION IS PROVIDED "AS IS" AND MCCI DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, MCCI DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY AUTOMATICALLY GENERATED TRANSCRIPTS, CAPTIONS, SUMMARIES, OR DRAFT MINUTES, ALL OF WHICH ARE SUBJECT TO CLIENT REVIEW AND APPROVAL BEFORE USE OR PUBLICATION.

MCCi Warranties

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

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

Client Warranties

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

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

LIMITED LIABILITY

MCCI'S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, HARDWARE, SAAS OFFERINGS, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY MCCi UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. LIMITED LIABILITY SHALL NOT APPLY TO: (A) CLIENT'S BREACH OF MCCi'S INTELLECTUAL PROPERTY RIGHTS; (B) CLIENT'S BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) CLIENT'S PAYMENT OBLIGATIONS UNDER ANY ORDER; (D) FRAUD OR WILLFUL MISCONDUCT; (E) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE INDEMNIFICATION SECTION OF THE MSA; OR (F) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER ANY CO
INCONSISTENT LANGUAGE REGARDING LIMITATION OF LIABILITY, EXCLUSION OF DAMAGES, OR DISCLAIMER OF WARRANTIES INCLUDED IN THE MSA, ANY ORDER, OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, PROVIDED THAT WHERE SUCH OTHER AGREEMENT PROVIDES MCCi A GREATER LIMITATION OR EXCLUSION OF LIABILITY, THAT LANGUAGE SHALL CONTROL.

CLIENT SOLUTION CUSTOMIZATIONS

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.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, MCCi grants to Client and Client accepts a non-transferable, non-sublicensable, revocable, non-exclusive, and limited license to use the Solution, solely for Client's internal business purposes, as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by MCCi. Client shall not, and shall not permit any third party to: (i) copy, modify, translate, or create derivative works of the Solution; (ii) reverse engineer, decompile, or disassemble the Solution or otherwise attempt to derive its source code, except to the extent such restriction is prohibited by applicable law; (iii) rent, lease, sell, sublicense, distribute, or make the Solution available to any third party, or use it on a service bureau, timeshare, or outsourcing basis; (iv) use the Solution to develop a competing product or service, or for benchmarking or competitive analysis; (v) circumvent or interfere with any security, usage-limitation, or authentication feature of the Solution; or (vi) remove or obscure any proprietary notices.

HARDWARE

MCCi may provide certain hardware to Client in connection with the Solution, including but not limited to the Edge Controller and related AV integration equipment (the "Hardware"). Client shall not reverse engineer, disassemble, resell, sublicense, or transfer the Hardware without MCCi's prior written consent. For the avoidance of doubt, the Hardware does not include any equipment, devices, cameras, encoders, control systems, or other audio-visual or network hardware not supplied by MCCi ("Third-Party Hardware"), notwithstanding that the Solution may be designed to interoperate with such Third-Party Hardware. MCCi makes no warranty or representation regarding, and shall have no liability or support, repair, replacement, or maintenance obligation with respect to, any Third-Party Hardware, its performance, availability, or its continued interoperability with the Solution. Client is solely responsible for procuring, licensing, installing, maintaining, and supporting all Third-Party Hardware and for any warranty or support rights it may have directly against the applicable Third-Party Hardware supplier.

No Warranty

UNLESS SPECIFIED IN AN EXECUTED ORDER, HARDWARE PROVIDED BY MCCi IS "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To MCCi's knowledge, this Hardware has not had a history of reported defects; however, the foregoing statement is provided for informational purposes only, does not constitute a warranty, and does not modify the disclaimers set forth in this Section.

Repair and Replacement

MCCi does not warranty the Hardware and is not responsible for repairing or replacing Hardware that is lost, stolen, damaged, or otherwise ceases to function, regardless of cause. In the event Hardware becomes inoperable, Client shall be responsible for purchasing a replacement unit at MCCi's then-current pricing in order to continue using any features of the Solution that depend on such Hardware directly supplied by MCCi.

CLIENT RESPONSIBILITIES

Files and other content that MCCi may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not MCCi, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the tim

and accurate preparation and publication of agendas, minutes, and related meeting materials, and ensure that no illegal information is provided to or through the Solution and that any non-public information provided to or through the Solution is handled in accordance with the Non-Public and Confidential Information section below.

NON-PUBLIC AND INFORMATION

Client may use the Solution to store and process non-public information, including executive session, closed meeting, and other exempt materials ("Non-Public Content"), subject to this Section. The classification and understanding of what constitutes exempt or non-exempt content is solely the responsibility of the Client. MCCi will treat Non-Public Content as Client's Confidential Information under the MSA for so long as it is retained by MCCi, including after expiration or termination.

Classification and Configuration. Client is solely responsible for determining what information may lawfully be stored, published or withheld under applicable public meeting, open records, and public disclosure laws. MCCi does not review, classify, redact, or monitor Client content and has no obligation to do so. MCCi shall have no liability for the publication, disclosure, or exposure of any content that Client failed to designate or configure as non-public.

Prohibited Content. Client shall not upload to the Solution any information that violates the Acceptable Use Policy, or any information Client is prohibited by law from disclosing to a third-party service provider, in each case absent a written addendum executed by both parties. Given the specific purpose of the solution (management of public meetings), the client shall not process or store information considered as highly confidential PII data, such as social security numbers, etc.

Retention of Non-Public Content. Non-Public Content is subject to the same retention, backup, decommissioning, and deletion practices described in the Data Retention and Access section, including the possibility that residual copies persist in backups for a period following deletion. MCCi's confidentiality obligations continue to apply to any such residual copies until deleted in the ordinary course.

Legal Process. If MCCi receives a subpoena, public records request, court order, or other legal demand seeking Client content that is considered Non-Public or Confidential, MCCi will, to the extent legally permitted, promptly notify Client and will not produce Client content before Client has had a reasonable opportunity to seek a protective order or otherwise respond, except where MCCi is legally compelled to do so sooner. Client is responsible for responding to public records requests directed to Client.

For the avoidance of doubt, finalized meeting agendas, official meeting minutes, public notices, and any video, audio, or text documentation explicitly published, broadcast, or designated for public viewing via the Platform by Customer are considered Public Information.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client is responsible for determining what information is appropriate for inclusion in public-facing agendas, minutes, and related materials published through the Solution, consistent with applicable public meeting and open records laws.

SUSPENSION OF SERVICE

MCCi may suspend Client's or any user's access to the Solution, in whole or in part, immediately upon notice if: (i) any amount payable under an Order is more than thirty (30) days past due; (ii) Client or a user is in breach of the Acceptable Use Policy or the license restrictions set forth in these Terms; (iii) Client's or a user's use poses a security risk to the Solution, MCCi, or any other customer, or may adversely impact the Solution or MCCi's systems or infrastructure; (iv) Client's or a user's use may subject MCCi or any third party to liability; or (v) suspension is required by law, by a governmental or regulatory authority, or by a third-party provider whose products or services underlie the Solution.

Where practicable and consistent with the nature of the issue, MCCi will provide advance notice and an opportunity to cure, and will limit any suspension in scope and duration to what MCCi reasonably determines is necessary to address the issue. MCCi will restore access promptly after the condition giving rise to the suspension is resolved.

Suspension under this Section does not relieve Client of any payment obligation, does not extend the term, and does not entitle Client to any refund, credit, service level remedy, or other compensation. Suspension is in addition to, and not in lieu of, any other right or remedy available to MCCi, including any right of termination under the MSA or an Order.

INFORMATION & PRIVACY

By using the Solution, Client will be providing MCCi with information. Client retains full ownership of any data entered or uploaded by the client to the Solution, and MCCi does not assert ownership. These Terms do not grant MCCi any rights to Client's data except for the limited rights that are needed to run the Solution, as explained below.

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

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

INFORMATION SHARING AND DISCLOSURE

MCCi may use certain trusted third-party companies and individuals to help MCCi provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on MCCi's behalf and under obligations similar to those in the Information & Privacy section above.

ARTIFICIAL INTELLIGENCE AND DATA USE

The Solution may include features that use machine learning or artificial intelligence technologies to generate transcripts, closed captions, speaker identification, summaries, draft minutes, indexes, search results, or similar output (collectively, "AI Output"). Client's use of such features is subject to this Section.

No Training on Client Data. MCCi will not use Client's information, Client data, or any content uploaded to or generated within Client's instance of the Solution to train, fine-tune, or otherwise develop any generally available machine learning or artificial intelligence model, whether MCCi's own or a third party's, without Client's prior written consent. Notwithstanding the foregoing, MCCi may collect and use aggregated, de-identified data and metadata regarding configuration, performance, and usage of the Solution for the purposes of operating, securing, supporting, benchmarking, and improving the Solution and MCCi's other offerings, provided that such data does not identify Client, any individual, or the substance of any Client content.

AI Output; Human Review Required. AI Output is generated automatically and may be inaccurate, incomplete, or omit or misattribute statements. AI Output does not constitute official minutes, an official record, or a certified transcript unless and until reviewed, corrected, and approved by Client. Client is solely responsible for reviewing and verifying all AI Output before relying on, adopting, certifying, publishing, or distributing it, and for compliance with any applicable public meeting, open records, accessibility, or records-retention requirement. MCCi disclaims all warranties regarding AI Output as set forth in the Warranties and Disclaimers section above.

Changes. MCCi may modify, add, or discontinue AI features, or change the underlying model or model provider, at any time, provided that MCCi will not thereby materially decrease the core functionality of the Solution during the then-current subscription term.

INTELLECTUAL PROPERTY

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

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

ACCOUNT SECURITY

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

DATA RETENTION & ACCESS

Client Data is stored only in the United States. MCCi will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that MCCi no longer use Client's information to provide the Solution, Client may request that MCCi delete its account. MCCi may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that MCCi delete Client's information. Please note, however, that there might be latency in deleting information from MCCi servers and backed-up versions might exist after deletion. In addition, MCCi does not delete Client information from its servers' files that Client has in common with other users, provided that MCCi's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, MCCi may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. MCCi may decommission any environment after 30 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTMEETINGS APPLICATIONS AND PROVIDERS

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

ACQUISITION OF NON-JUSTMEETINGS PRODUCTS AND SERVICES

MCCi or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustMeetings application or hardware implementation, customization, and other consulting services. Components/SKUs lacking the JustMeetings branding are assumed to be supplied by a third-party. Any acquisition by Client of such non-JustMeetings products or services, and any exchange of data between Client and any non-JustMeetings provider, is solely between Client and the applicable non-JustMeetings provider. MCCi does not warrant or support products or services not provided by MCCi, whether or not they are designated by MCCi as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustMeetings products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by MCCi from time to time. Certain features of the Solution, such as Live Meetings and AV integrations, may require MCCi-provided Hardware as described in the Hardware section above. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that MCCi has verified interoperate with the Solution.

NON-JUSTMEETINGS APPLICATIONS AND CLIENT INFORMATION

If Client installs or enables non-JustMeetings applications for use with the Solution, Client acknowledges that Client may allow providers of those non-JustMeetings applications to access Client data as required for the interoperation of such non-JustMeetings applications with the Solution. MCCi shall not be responsible for any disclosure, modification or deletion of Client data resulting from any such access by non-JustMeetings application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustMeetings applications for use with the Solution. MCCi is not responsible for, and Client agrees to hold MCCi harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client data as a result of use of non-JustMeetings applications or access to Client data by non-JustMeetings application and/or providers.

INTEGRATION WITH NON-JUSTMEETINGS SERVICES

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

ACCESSIBILITY

MCCi endeavors to design and maintain the Solution's user interfaces in substantial conformance with the latest Web Content Accessibility Guidelines (WCAG).

MCCi's accessibility statements apply only to the Solution as delivered by MCCi and do not extend to: (i) Client content, including agendas, minutes, packets, attachments, documents, images, and video or audio recordings uploaded, created, or published by Client; (ii) AI Output prior to Client's review and correction; (iii) Third-Party Hardware, non-JustMeetings applications, third-party websites, streaming platforms, or media players; or (iv) any Client customization or configuration of the Solution. Client is solely responsible for the accessibility of Client content and for its own compliance with any applicable accessibility requirement, including Section 508 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, and any applicable state law or regulation.

If Client identifies a material accessibility defect in the Solution's user interface, Client may report it to MCCi and MCCi will use commercially reasonable efforts to address it in a future release. The foregoing is Client's sole and exclusive remedy with respect to accessibility of the Solution.

MASTER SERVICES AGREEMENT NO. 20049

This Master Services Agreement No. 20049 (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 the City of Keene, Texas a municipal corporation ("**Client**"). 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 and Termination

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. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. 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

If to Client:

City of Keene
1000 N Old Betsy Rd
Cleburne, TX 76031
Attn : Holly Russell, City Secretary
Email : citysecretary@keenetx.com

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 four (4) 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

E-SIGNED by Victor D'Aurio
on 2025-08-08 22:40:44 GMT

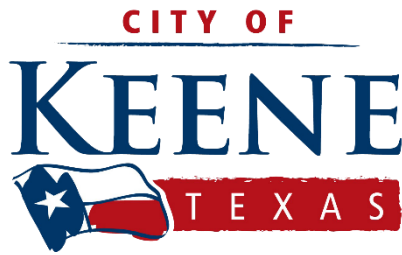
Signed: Victor D'Aurio
Name: Chief Operating Officer
Title: August 08, 2025
Date:

CITY OF KEENE ("Client")

Signed: Lisa Parrish

Name: Lisa Parrish
Title: Mayor
Date: 8/7/25

1000 N OLD BETSY RD
CLEBURNE, TX 76031



City Council Regular Meeting

October 01, 2026, at 6:00 PM

Requested by:

Chuck Easley, Council Member, Ward III
ceasley@keenetx.com

Agenda Item 7A

SUBJECT:

Discuss the speed limit of FM 3048, especially in the vicinity of the CR 805-B intersection, and give possible direction to staff on requesting TxDOT to consider a change to the speed limit for safety reasons.

ATTACHMENTS:

- None