



Request for Council Action

TO: Mayor and City Council
FROM: Tim Murray, City Administrator
MEETING DATE: February 9, 2021
SUBJECT: Approve CivicClerk Agenda Management Contract

Background:

At the Joint Committee meeting on February 2, 2021, Staff presented information on CivicClerk Agenda Management Software. CivicClerk will not only streamline the agenda preparation process, it will assist in ensuring that our website and meeting materials are in compliance with the American with Disabilities Act (ADA), as required by ADA Section 508 and WCAG 2.0 requirements.

The Joint Committee supported moving forward with CivicClerk.

Recommendation:

Approve CivicClerk Statement of Work for Agenda Management Software

Attachments:

- CivicClerk Statement of Work

**CivicPlus**

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

Quote #:

Q-14034-1

Date:

1/13/2021 9:14 AM

Expires On:

4/13/2021

Product:

CivicClerk

Client:

Faribault MN - CivicClerk

Bill To:

Faribault MN - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Karen Bond	x	karen.bond@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Premium Package	Premium Package - Max Number of Boards: 10	
1.00	CivicClerk- Premium Annual Fee	CivicClerk- Premium Annual Fee	Renewable
2.00	CivicClerk Consulting (1h, virtual)	CivicClerk Virtual Consulting	One-time
3.00	CivicClerk Configuration	CivicClerk Configuration	One-time
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Design	CivicClerk Design -- includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
Total Investment - Year 1			USD 11,536.00
Annual Recurring Services - Year 2			USD 7,938.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The parties agree to cooperate in a timely manner to complete the Project Development Division of Work, as set forth on Addendum 1 hereto.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Complete the implementation questionnaire • Provide Word versions of your agendas and item reports 	<ul style="list-style-type: none"> • Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Be prepared to schedule a call for system review • Provide feedback on any needed changes 	<ul style="list-style-type: none"> • Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes 	<ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Schedule a presentation for administrator training • Schedule a presentation for end user training 	<ul style="list-style-type: none"> • Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training 	<ul style="list-style-type: none"> • Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training