

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 46-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management.

REPORT PREPARED BY: Meredith DeBruin, City Clerk

REPORT DATE: August 19, 2021

MEETING DATE: August 23, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan entered into a contract with BoardDocs in 2012 for meetings and agenda management. The software was initially utilized only for Common Council meetings. Since that time, the majority of all City committees and boards currently use BoardDocs for their agendas and minutes.

BoardDocs was created and designed for use by school boards and currently lacks functionality for the multitude of City committees and boards.

The City of Sheboygan has contracted with the Municipal Code Corporation for codification services for greater than 25 years.

STAFF COMMENTS:

In 2018, Municipal Code Corporation began offering "Municode Meetings", a meetings and agenda management software program. This program offers increased functionality compared to BoardDocs. It provides for better document workflow, increased search functions, board/committee member tracking, will integrate with our current Municode contract, etc. All City departments were invited to participate in a demo of the software and feedback has been positive.

ACTION REQUESTED:

Motion to recommend the Common Council receive and adopt Res. No. 46-21-22 executing a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management.

ATTACHMENTS:

- I. Res. No. 46-21-22

III

Res. No. 46 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
August 16, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Services Agreement, a copy of which is attached hereto and incorporated herein.



R. Filicky-Peneski

F+P

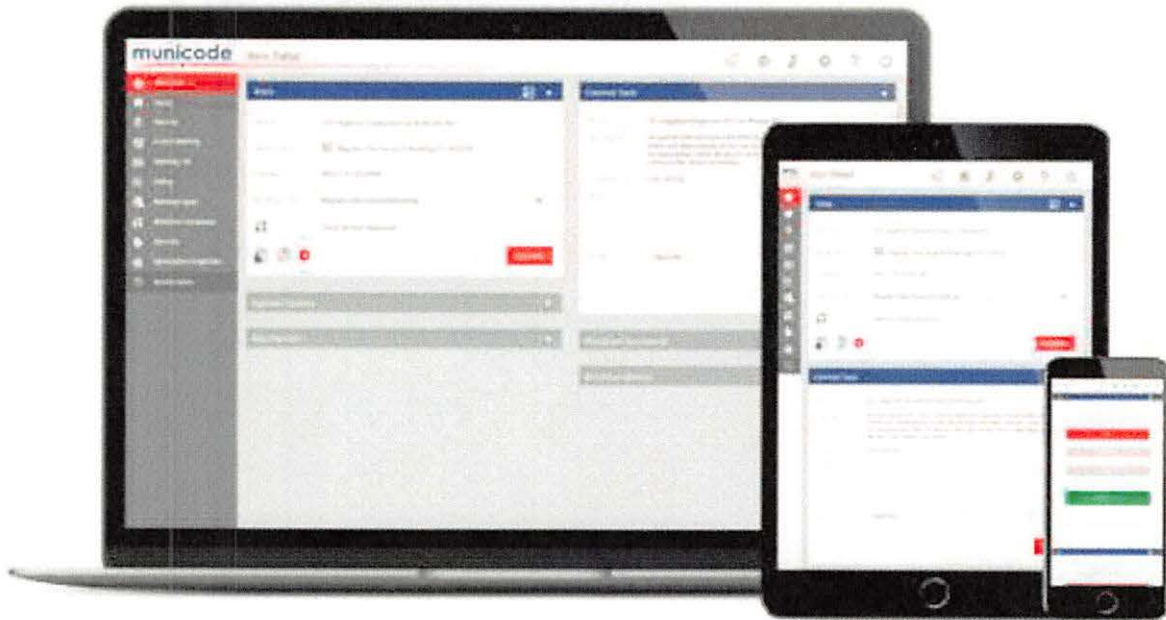
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MEETING & AGENDA MANAGEMENT

Quote: Sheboygan, Wisconsin



municode
— ★ —
CONNECTING YOU & YOUR COMMUNITY



Tracy Stevanov

828-280-2219 tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316

INTRODUCTION LETTER

July 20, 2021

Dear Selection Team

Thank you for the opportunity to present The City of Sheboygan, Wisconsin with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

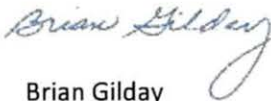
Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straightforward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-posts to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,



Brian Gilday

President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- ★ Unlimited Meetings
- ★ Unlimited Meeting Agenda Templates
- ★ Unlimited Users
- ★ Create Meetings
- ★ Submit/Add Agenda Items
- ★ Attach agenda item files
- ★ Create Agendas
- ★ Create Agenda Packets
- ★ Approve Items with Approval Workflow
- ★ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ★ Create Meeting Minutes
- ★ Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- ★ Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- ★ Roll Call
- ★ Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- ★ Integration with Municode Web website (meetings/calendar/search integration)
- ★ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support
- ★ Up to 3 hours of webinar refresher training per year

Optional

- ★ Video Time Stamping Service
- ★ Municode Portal (Recommended)
- ★ Board Management

SERVICE AND SUPPORT

🏆 Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

🔒 Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

❤️ Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (RECOMMENDED)

Base

- ★ Public Meetings Portal
- ★ ADA Compliant HTML/CSS (WCAG 2.1 AA)
- ★ Custom header with logo, choice of colors, and customizable menu links
- ★ Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- ★ Meeting calendar
- ★ Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- ★ Ability to create meetings and upload PDF agendas/minutes
- ★ Circle of Governance integrations (Municode Meetings, Municode Next)
- ★ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support

Optional

- ★ Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- ★ Email Notifications
- ★ Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- ★ Unlimited boards and committees
- ★ Manage term start/stop dates
- ★ Export member data
- ★ Online board application form
- ★ Board member approvals
- ★ Term Expiration Report
- ★ Term Expiration Email Notifications
- ★ Auto-expiration option for expiring terms
- ★ Public web page for each board/committee
- ★ Create custom links/buttons on each board page
- ★ Custom web header (logo/colors)
- ★ Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription

\$6,400 per year

*Municode Code Bundled price

One-time Project Setup

no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Recommended Options

✓ Portal

\$1,000 per year

Total

\$7,400 per year

Additional Options

Portal

- | | |
|---|--------------------|
| <input type="checkbox"/> Board Management | + \$2,000 per year |
| <input type="checkbox"/> Email notifications (on demand + weekly digest) | + \$600 per year |
| <input type="checkbox"/> Import historical PDF agendas/minutes (up to 10 years) | + \$1,500 one-time |
| <input type="checkbox"/> Exclude Portal (subtract \$1,000 per year) | - \$1,000 per year |

Video Time Stamping Service

- | | |
|--|--------------------|
| <input type="checkbox"/> Municode will bookmark/timestamp up to 36 meetings per year | + \$2,520 per year |
|--|--------------------|

PAYMENT SCHEDULE

- Ninety (90) days after signed contract 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Sheboygan, Wisconsin ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: Ryan Sorenson

Title: Mayor

Date: _____

Attest: Meredith DeBruin

City Clerk

Date: _____