BRUNSWICK CITY
SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda
NOVEMBER 28, 2016
6:15 PM

1. Discussion Items

   (a) **RES. NO. 89-16** - An emergency resolution authoring the City Manager to renew an agreement with BoardSync for the provision of agenda management software - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Rob Marok*)

2. General Discussion

3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Robert Marok

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 89-16** - An emergency resolution authoring the City Manager to renew an agreement with BoardSync for the provision of agenda management software - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Rob Marok*)

BACKGROUND: The Boardsync software was put in place to allow for the software management of council meetings by the council clerk of the City of Brunswick. This software serves to track and automate the agendas of council and to allow for immediate publishing to the web by the council clerk.

PURPOSE AND EXPLANATION: Ongoing software expense

IMPLEMENTATION SCHEDULE: This is a continuing project

FINANCIAL INFORMATION: - - General Fund - 001-0880-54253 - - 5988

FINANCIAL SUMMARY: Contract and related fees/expenses are subject to sufficient Council 2017 and future year adopted appropriations being in place pursuant to ORC 5705.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?

This is a continuing contract for the City of Brunswick to communicate the agenda of the City of Brunswick Council and committees to it's resident and to automate the process in a timely fashion

ADDITIONAL INFORMATION:

BoardSync

Modern Agenda Management for Municipalities

BOARDSYNC RENEWAL

PREPARED FOR:

Mr. Rob Marok
IT Director
City of Brunswick

PREPARED BY:

Doug Shumway
BoardSync
dshumway@boardsync.com
312-637-9200 x202

CREATED:
11/07/2016

VALID UNTIL:
02/01/2017

CUSTOMER PROPOSAL

This quote is valid until 2/01/2017 and subject the Terms and Conditions of Services.

SERVICES SUMMARY

Customer Details:
City of Brunswick
4095 Center Road
Brunswick, OH 44212

Service Details:
SuiteAgenda Enterprise
Includes:

- Unlimited Users
- Unlimited Meeting Types
- Minutes Module
- Citizen Portal

Service Dates:
Agreement Effective Date:
January 1, 2017

Annual Term Dates
1/1/17 – 12/31/2017

ANNUAL TERM PRICING SUMMARY

SuiteAgenda Enterprise ($499 per month) – Include support and all future upgrades BILLED ANNUALLY STARTING 1/1/2016	$5,988

BILLING SUMMARY

Payment Method

By invoice upon the effective date of the proposal.

Payment Address

4470 Chamblee Dunwoody Road
Suite 220
Dunwoody, GA 30338

TERMS & CONDITIONS

1. Services. Services means the BoardSync Internet based system for agenda management, meeting minutes management and/or streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

2. Grant of License. Subject to the terms and conditions of this Agreement, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Users of Customer to access and use the Services identified in Services. This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Services and Technology will remain solely with BoardSync.

3. Service Levels and Support. BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.

The service(s) are provided on an "as is" basis, and customer's use of the service(s) is at its own risk. BoardSync does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.

4. Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement.

5. Responsibility for Content. The Customer 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 to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync 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. Limitation of Liability. In no event shall BoardSync be liable to customer for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. BoardSync's liability hereunder is expressly limited to the amount of financial compensation received under this agreement.

7. Fees. All fees are billed on an annual basis in advance and are due upon receipt of invoice, Net 30 days. Billing commences on the Agreement Effective date defined in the Services Summary. BoardSync reserves the right to exercise cost of living increases, up to five percent (5%) annually. Fees are exclusive of all taxes.

TERMS & CONDITIONS

8. Term. Customer is purchasing Services defined in Section 1., from BoardSync for a minimum of one (1) year. Either party may terminate this agreement without cause providing that the terminating party gives the other party thirty (30) day's written notice prior to termination. In the event that Customer terminates this Agreement all payments for services previously rendered will immediately be due. If Customer terminates without cause, it shall be not be entitled to a refund of any prepaid service fees. Upon the effective date of termination of this Agreement, BoardSync will immediately cease providing the Service(s) and will return or make available all Customer content within forty-five (45) days.

9. Optional Term(s). Upon the expiration of the initial term as described in Section 8 (Term), Customer has the option to continue with subsequent annual Optional Terms unless Customer, at its sole and absolute discretion, notifies BoardSync its intention not to extend the term of the Agreement after the expiration of the current term end date.

10. Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Ohio, USA.

ACCEPTANCE

Authorized representatives of Customer and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the agreement effective date

City of Brunswick, OH

Signature **Date**

Print Name **Title**

BoardSync, Inc.

Signature **Date**

Print Name **Title**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 89-16

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH BOARDSYNC FOR THE PROVISION OF AGENDA MANAGEMENT SOFTWARE.

WHEREAS: The City has utilized BoardSync for the provision of agenda management software for several years.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director, to renew an Agreement with BoardSync for the provision of agenda management software, which Agreement shall be subject to annual appropriations by this Council in accordance with applicable law.

SECTION 2: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional reason to ensure the continuity of the agenda management software. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading_____

RULES SUSPENDED: AYES_____ NAYS_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J.Ortiz, CMC