

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Cody Dickerson  
**Through:** Cindy Russell, City Clerk  
**Date:** August 16, 2016  
**Subject:** Request for Approval of Agenda Management Proposal by BoardSync

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**REQUEST:**

City Council action is requested to approve an agenda management proposal by BoardSync in the amount of \$4,137.00 which includes:

- \$3,887.00 - 1<sup>st</sup> year service fees
- \$ 250.00 - one-time document importing

with a fee of \$2,388.00 to be approved annually to increase efficiency and transparency.

**BACKGROUND:**

This program automates the labor-intensive approval, assembly and distribution of agenda management and minute's management tasks, speeding up agenda processes. This web based system minimizes the time spent compiling and distributing council meeting agendas and minutes, but also saves paper and ensures agendas, minutes and meeting actions will be automatically posted to the city website.

**RECOMMENDATION:**

The City Clerk Department recommends approval of Agenda Management Proposal by BoardSync.

The City Council may:

1. Approve the Agenda Management Proposal as presented; or
2. Approve the Agenda Management Proposal with changes, or
3. Not Approve the Agenda Management Proposal.

**ATTACHMENT(S):**

BoardSync Proposal



Modern Meeting Management for Municipalities

# MEETING MANAGEMENT PROPOSAL V4

**PREPARED FOR:**

**Mr. Cody Dickerson**

City of Gautier, MS

**PREPARED BY:**

**Doug Shumway**

BoardSync, Inc.  
dshumway@boardsync.com  
312-637-9200

**CREATED:**

08/08/16

**VALID UNTIL:**

09/08/2016

# THANK YOU

August 8<sup>th</sup>, 2016

Mr. Cody Dickerson  
City of Gautier  
3330 US-90  
Gautier, MS 39553

Dear Cody,

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BoardSync will exceed your goals for meeting automation for the entire organization. We have the complete package for meeting management - Agenda Management, Minutes Management, and Public Engagement Portal for citizens. Also, we're completely focused on the user experience and making the system friendly for all levels of users to ensure project success.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,

Doug Shumway  
Co-Founder  
dshumway@boardsync.com  
312-637-9200 (o)  
630-888-5792 (c)



Designed in Atlanta and Built in Chicago

# KEY FEATURES

## Moving Meetings Forward

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## PROVEN PLATFORM

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## INTUITIVE EXPERIENCE

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## CUSTOMIZED FOR YOU

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## ENHANCED SECURITY

We take security seriously. BoardSync has enhanced security protocols at all levels including the data centers, application and documents. We have the SSAE16 reporting standard for security controls. You're covered with a comprehensive third party risk assessment for infrastructure, physical access controls and policies relating to HIPAA HITECH compliance.

## UNLIMITED MEETINGS

Have a lot of meetings with all of your boards, committees, and staff meetings? We have you covered with unlimited meetings, unlimited users, and unlimited board and committee members for all levels of BoardSync. We make the meeting process less meeting-like.

# CUSTOMER PROPOSAL

This quote is valid until 9/8/2016 and subject the Terms and Conditions of Services.

## SERVICES SUMMARY

### Customer Details:

Mr. Cody Dickerson  
City of Gautier  
3330 US-90  
Gautier, MS 39553

### Service Details:

BoardSync Hosting and Agenda  
Management

#### Includes:

- Unlimited Users
- Unlimited File Storage
- Two (2) Boards/Committees
- Video Hosting
- Basic Agenda Management
- Citizen Portal

### Service Dates:

Agreement Effective Date:  
**September 1, 2016**

#### Annual Term Dates

**9/01/16 – 8/31/2016**

#### Optional Annual Renewal Dates

**9/1 of each year**

## Service Fees

<b>BoardSync Agenda Management-</b> configuration, customization and training services. <u>Includes all document hosting for unlimited meeting content.</u> BILLED ANNUALLY	<b>\$2,388</b>
<b>BoardSync Implementation</b> – configuration, customization and training services. BILLED ONE-TIME	<b>\$1499</b>
<b>Total 1<sup>st</sup> Year Service Fees</b>	<b>\$3,887</b>

## Optional Services

<b>BoardSync Hosting and Live Streaming</b> – Live streaming of board and committee meetings - BILLED ANNUALLY	<b>\$3,576</b>
<b>Document Importing</b> – One time import of up to five hundred (500) PDF or Word agenda, minutes, and packet files with indexing BILLED ONE-TIME	<b>\$250</b>

# 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.** To the extent permissible under Mississippi Law, BoardSync in no event shall 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. To the extent permissible under Mississippi Law, 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.** As defined in the Services Summary, the Customer agrees to purchase 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), this Agreement will continue to auto-renew on according to subsequent annual Optional Terms unless Customer, at its sole and absolute discretion, notifies BoardSync in writing of its intention not to extend the term of the Agreement at least thirty (30) days prior to expiration of the current term end date. If the auto-renewal continues beyond the term of the current Council the renewal requires ratification by the new governing authority.

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

**Gautier, MS**

**BoardSync, Inc.**

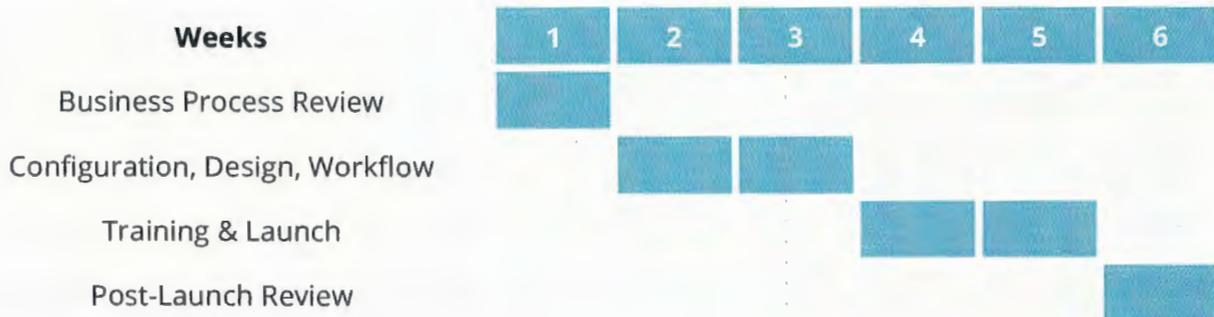
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# PROJECT TIMELINE



**“Customer Success” is our focus during the entire implementation and launch process. We learn about your process to determine the best configuration for you. With the proper configuration, training, and support, your agenda automation project will be a complete success.**

## 1. Business Process Review

Kick-off Call  
Implementation Questionnaire

The implementation process begins with a kick-off call to discuss the process with your key staff. We'll also learn about your process, terminology, and workflow processes. Lastly, we discuss the materials we need to gather from you to design your agendas.

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Based on the information we gather, our staff and designers will complete the initial configuration and design of your agendas. We'll schedule another call with key staff to review the initial design and finalize the configuration. We'll also make suggestions or give ideas based on our experiences with other customers.

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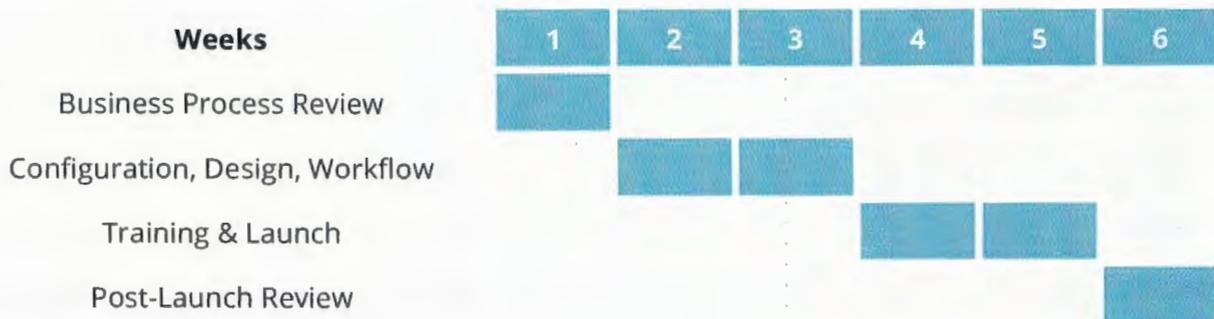
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