RESOLUTION NO. 184-2022(F),
First Reading

By Council President Hart

A Resolution authorizing and directing the Mayor to enter into a contract with CivicPlus for the installation and maintenance of a meeting management software program entitled CivicClerk; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, Council has determined the necessity for meeting management software to create better workflows and increase efficiency; and

WHEREAS, after researching many available options, the CivicClerk software has been determined to be the best option to meet Council's specific needs; and

WHEREAS, this Council believes that the terms of the proposed contract are fair and reasonable in relation to the product and services provided by CivicClerk; and

WHEREAS, under Article IV, Section III of the Charter of the City of Cleveland Heights, the Mayor "shall execute on behalf of the City all contracts … and all other instruments to which the City is a party."

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby finds and determines that the proposal submitted by CivicPlus is fair and appropriate in relation to the services provided and is in the best interests of the City and its residents.

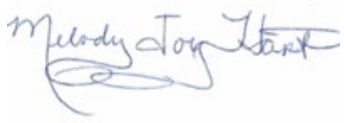
SECTION 2. This Council hereby authorizes and directs the Mayor to enter into a contract with CivicPlus, for meeting management software and maintenance, in an amount not to exceed Thirty-one Thousand Four Hundred Sixty-two and 88/100 Dollars ($31,462.88) for a Term of up to Five (5) years. The terms of the contract shall be substantially in accordance with the draft agreement attached hereto as Exhibit "A", and shall be approved as to form by the Director of Law.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general

circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure for the immediate preservation of the public peace, health or safety of the City, such emergency being the need to timely engage and compensate CivicPlus for services provided to the City at the request of the City Council. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



MELODY JOY HART
President of Council

ADDIE BALESTER
Clerk of Council

PASSED: 12/16/2022

Presented to Mayor: 12/16/2022

Approved: 12/19/2022

KAHLIL SEREN
Mayor

EXHIBIT A

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

Quote #: Q-29472-1
Date: 9/19/2022 11:54 AM
Expires On: 12/31/2022

Client:
CLEVELAND HEIGHTS, OHIO

Bill To:
CLEVELAND HEIGHTS, OHIO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Cram	x	ryan.cram@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

~~List Price - Year 1 Total~~	~~USD 9,300.00~~
Total Investment - Year 1	USD 7,935.00
Annual Recurring Services - Year 2	USD 5,623.80

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. The Iinitial Term of this Agreement shall be One (1) Year 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 agreement will automatically renew for up to four (4) additional 1-year renewal terms ("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 as follows:
a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
b. The earlier of 6 months from signing or upon completed implementation – the remaining half of the Total Investment - Year 1 Fees.

4. Annual Recurring Services shall be invoiced o12 months from signing and every 12 months thereafter. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service, to the extent applicable.

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 scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.

7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services. Any such charges are subject to legislative approval of the costs.

8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

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