

January 30, 2019

# CIVICCLERK<sup>®</sup>

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Dear City of Grand Junction,

This letter is to notify you that CivicPlus has recently made changes to the pricing structure which will impact your account. The timing of this communication is to allow your organization ample time to plan accordingly for your budget processes.

### **Why is CivicPlus making this change?**

In early 2018, we updated the CivicClerk pricing for new customers to more accurately reflect the value of the product and put the necessary structure and resources in place to make CivicClerk successful for years to come.

Likewise, as a former customer of BoardSync, we did not invoke any price changes for annual fees or technology fee increases since 2014. When BoardSync joined CivicPlus in October 2017, we maintained the existing pricing during the transition for continuity with budget cycles and to show our appreciation.

In the first of 2019, we'll be releasing the newest version of CivicClerk, the largest enhancement we've ever released with many of the updates requested by our customers. As a long-time customer, you will receive the new version at no additional cost, including access to virtual training, videos, and webinars. We'll be providing more information and resources shortly as we get closer to the release date.

### **Is a new contract required?**

This change will require an addendum to your contract. For convenience, we have included this addendum documentation for your review. If you have additional questions around this agreement, simply reach out to your Client Success Manager at [clientsuccess@civicplus.com](mailto:clientsuccess@civicplus.com).

### **Your pricing**

The new annual fee for City of Grand Junction will be \$19,184.00. This amount will be invoiced at your next renewal of November 01, 2019 and will cover a 12-month period. Your organization will receive an annual renewal for each year following 60 days prior to the renewal date going forward.

### **Next steps**

Once you have reviewed the agreement addendum, simply return a signed copy to CivicPlus by emailing [clientsuccess@civicplus.com](mailto:clientsuccess@civicplus.com) or mail to the address outlined at the bottom of the agreement addendum.

As always, thank you for being a valued CivicPlus client, and we look forward to continuing to serve your agenda management needs.

Sincerely,  
Doug Shumway  
Product Director



**AMENDMENT TO THE AGREEMENT**

THIS AGREEMENT AMENDMENT (this "Amendment") is agreed to this 6<sup>th</sup> day of February, 2019 ("Effective Date") by and between CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") and City of Grand Junction, CO ("Client") (jointly, "Parties") and shall be effective as of the date set forth above.

**RECITALS**

WHEREAS, Client entered into the Terms and Conditions of Services Agreement dated September 28, 2016 for the use of the Meeting Management Software, with Boardsync Enterprises (the "Agreement");

WHEREAS, CivicPlus acquired Boardsync Enterprises and all customers, contracts and obligations on September 20, 2017, and has since been providing all services under the Agreement to Client;

WHEREAS, thus far CivicPlus has maintained the Agreement's original payment terms, yet the cost of providing the services, maintenance, upgrades and service providers associated with the software has increased; and

WHEREAS, CivicPlus and Client have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, the Parties hereto mutually agree for good and valuable consideration, the receipt and adequacy of which is hereby agreed as follows:

1. "CivicPlus" shall hereby replace any mention of "Boardsync" throughout the Agreement.
2. Client's Annual Service Fee shall increase to the amount of \$19,184 to be billed on the Agreement's next renewal term following the Effective Date of this Amendment.
3. The Annual Service Fee, which includes without limitation hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service following this Amendment.
4. All other terms and conditions of the Agreement, not modified herein, shall remain in full force and effect.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

Client	CivicPlus
By: <u>Wanda Winkelmann</u> <u>City of Grand Junction</u>	By: _____
Name: <u>Wanda Winkelmann</u>	Name: _____
Title: <u>City Clerk</u>	Title: _____
Date: <u>02/06/2019</u>	Date: _____

**Agenda and Meeting Management**



9941 E. Mission Lane, Scottsdale, AZ 85258  
Phone: 480 661-5629 Fax: 480 661-7589  
[www.jcgtechnologies.com](http://www.jcgtechnologies.com)

**PRICE QUOTATION**

**BoardSync Agenda and Meeting  
Management Solution  
Including the SuiteView Meeting Webcasting  
Solution**

**PREPARED FOR:**

**City of Grand Junction, CO**

**PREPARED BY:**

**Steve Schmenk**

President

JCG Technologies, Inc.

[srschmenk@jcgtechnologies.com](mailto:srschmenk@jcgtechnologies.com)

480 661-5629

**CREATED:**

**09/21/2016**

**VALID UNTIL:**

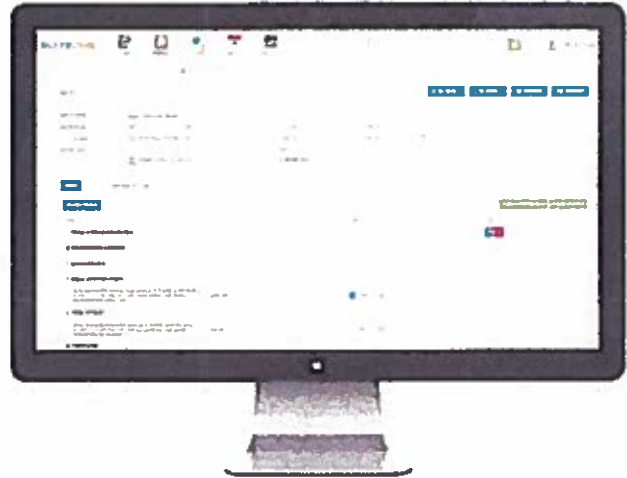
**09/30/2016**

# KEY FEATURES

## Moving Meetings Forward

BoardSync started with the desire to create the most advanced and instantly usable meeting collaboration and agenda management software available. To transform the arduous meeting management process into an intuitive and collaborative experience.

BoardSync is the fusion of powerful features, intuitive user experience, and beautiful design.



## PROVEN PLATFORM

Our platform that powers the leading governmental agencies in the US. We thought we could raise the bar, again. We re-designed the entire experience with the most advanced technologies and a lot of imagination.

## INTUITIVE EXPERIENCE

Simplicity with advanced features is a complicated mix. True simplicity is about the right features in the right place, when you need them. And intuitively designed so you know how to use the application the very first time.

## CUSTOMIZED FOR YOU

BoardSync is completely customized, including the agenda design, sections design, item design, workflow, labels, custom fields, security and a lot more. It's completely customized based on the requirements for each board or committee. All the while, providing staff with a consistent process.

## ENHANCED SECURITY

We take security seriously. It 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 the system. We make the meeting process less meeting-like.

# CUSTOMER PROPOSAL

This quote is valid until 9/30/2016 and subject to the Terms and Conditions of Services.

## SERVICES SUMMARY

### Customer Details:

City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

### Service Details:

BoardSync Enterprise  
Includes:

- Unlimited Users
- Unlimited File Storage
- Unlimited Meeting Types
- Minutes Module
- Citizen Portal
- Council Portal
- Up to five boards

### Service Dates:

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

Annual Term Dates  
**11/01/2016 – 10/30/2017**

## Service Fees

<b>BoardSync Enterprise Meeting Management (\$499 per month) – Includes support and <u>all future upgrades.</u></b> BILLED ANNUALLY IN ADVANCE	<b>\$5,988</b>
<b>BoardSync Enterprise Meeting Management Implementation - configuration, template customization and training services. BILLED ONE-TIME</b>	<b>\$1,799</b>
<b>Total BoardSync Year 1 Cost</b>	<b>\$7,787</b>

## 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

This agreement is between the City of Grand Junction and BoardSync, Inc.

**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. The services provided include access to the BoardSync meeting management platform and specifically, agenda management, meeting minutes, board portal, and the citizen portal. The current BoardSync services include:

- Unlimited Meetings
- Unlimited Storage
- Electronic Approvals Engine
- Confidential Attachments
- Minutes Comments and Discussions
- Task Management Pre and Post Meeting
- Drag and Drop Re-ordering
- Automated Track Changes
- Dashboards and Analytics
- Automatic Default Items
- Intelligent Keyword Search and Filters
- Automatic Email Notifications
- Public Portal
- Unlimited Users
- Custom Agenda Design
- Electronic File Management
- Roll Call, Motion and Vote Tracking
- Speaker Management
- Comments Engine with Notifications
- Approvals Progress Bars
- Standard Reporting
- Pre-Defined Item Content
- Copy and Move Items
- Custom Security Profiles
- Dropbox Integration for Delivery
- iPads and Tablets Supported

**2. Grant of License.** Subject to the terms and conditions of this Agreement, BoardSync grants to the City of Grand Junction ("Customer") a non-exclusive, non-transferable, limited license to permit unlimited 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.

# TERMS & CONDITIONS

**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 7:00 PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week. Services will be provided by BoardSync, Inc.

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. Content includes all files uploaded to the BoardSync system by staff, data entered in the system by staff, and the files created by the system using customer files and data. If this agreement is terminated by either party, all said Content will be available to the Customer to download in a non-proprietary format at no additional charge.

**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 applicable federal, state, or local 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.

# TERMS & CONDITIONS

**7. Fees.** All fees are billed on a quarterly basis in advance and are due, subject to annual appropriation by Customer, 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. Fee schedule implementation and for first year of Services is attached.

**8. Term.** The Customer agrees to purchase Services defined in Section 1., from BoardSync for a minimum of ninety (90) days. 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 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 without additional charge all Customer content within forty-five (45) days.

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

## 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.

Customer

Stephanie Twin      9/22/16  
Signature                      Date

Stephanie Twin      City Clerk  
Print Name                      Title

BoardSync, Inc.

Doug Shumway      9/28/16  
Signature                      Date

Doug Shumway      CEO  
Print Name                      Title



# PROJECT TIMELINE

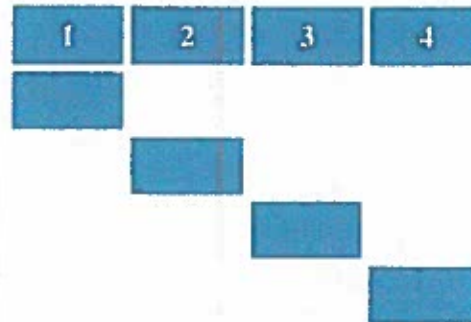
## Weeks

Business Process Review

Configuration, Design, Workflow

Training & Launch

Post-Launch Review



**“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.

## 2. Configuration

Agenda Design  
Workflow and System Configuration

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.

## 3. Training & Launch

Administrator and User Training  
Go Live!

Now it's time to train the administrators and users on the system. After training, we'll provide staff with a Get Started Guide, links to our online community and access to our extensive video library. You're ready to go live!

## 4. Post-Launch Review

Process Review  
Configuration Changes

After using the system for a meeting cycle or two, you might want to add something, change a certain configuration, or just have a few questions. We'll schedule a call to review all of these topics and more. We can easily add, change or tweak the configuration at any time.