

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**

_____ Resolution or Ordinance (Blue) Waiver of First requested ____
_____ Recommendations of Boards, Commissions & Committees (Green)
 X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: April 29, 2024 (B of T) Date: May 2, 2024

TITLE: CIVICPLUS ANNUAL FEES AND CHANGES IN FEE STRUCTURE

SUBMITTED BY: Sheila York
 Deputy Village Clerk

BACKGROUND/POLICY IMPLICATIONS:

Attached please find information regarding staff recommendations to approve and the acceptance of the new annual flat fee option and approval of funding to CivicPlus, in 2024, not to exceed \$35,000.00. Staff is asking for the Village Board approval. Attached please find the Statement of Work Quote and invoice of current Annual Hosting and Support fees.

Please place this item on the May 2, 2024, Board of Trustees agenda.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney _____ Date _____

Finance Director _____ Date _____

Village Manager _____ Date _____

**MEMORANDUM**

TO: Scott Niehaus
Village Manager

FROM: Sheila York
Deputy Village Clerk

DATE: April 29, 2024

SUBJECT: **CIVICPLUS ANNUAL FEES AND CHANGES IN FEE STRUCTURE**

The following recommendation from staff requests approval and acceptance of a new annual flat fee option and approval of funding to CivicPlus LLC as a result of a change in the fee structure for Supplementation and Online Code Services and the current Annual Hosting and Support fees for 2024, in addition to miscellaneous fees, not to exceed \$35,000.00.

BACKGROUND

CivicPlus LLC (CivicPlus) began providing Website Services to the Village in 2007, when approved by the Board of Trustees at the June 7, 2007, meeting. Municode, LLC (Municode) provided annual Supplementation Services; however, as of January 2022, because CivicPlus acquired and became sole owner of Municode; the payments began to go directly to CivicPlus, therefore, the amount paid annually to the one vendor increased.

CivicPlus announced changes in their fee structure in January 2024, transitioning to an annual fee for supplementation services, and presented the Village with an opportunity to change from the current billing structure (per-page rate) to the new annual flat fee option. The annual flat fee option total is \$11,324.40 which includes (\$660 for Online Code Hosting and \$10,664.40 for our Full-Service Supplementation). The per-page rate is set to increase by 30% (\$22 to \$28.60) and based on the last few years, the increase can potentially bring the supplement services fees to \$13,860.00.

Attached is the Statement of Work Quote with details for the new annual flat fee; Full Supplementation Services Subscription and Municode Full-Service Code Online Renewal and the invoice, as reference, for the current Annual Hosting and Support fees; bringing the total amount for 2024 to \$33,627.79 plus.

RECOMMENDATION

Staff is recommending acceptance of the new Annual Flat Fee option and approval of funding to CivicPlus, not to exceed, \$35,000.00.



CivicPlus

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

Quote #:

Q-55805-1

Date:

10/23/2023 5:24 PM

Customer:

LOMBARD, ILLINOIS

Product Name	DESCRIPTION	QTY	TOTAL
Semi-Annual Print Supplementation Service Included	Print Schedule - 1, 7	1.00	USD 0.00
Quarterly Electronic Supplementation Service Included	Electronic Schedule - 1, 4, 7, 10	1.00	USD 0.00
Printed Copies and Freight Included – up to [#] copies	Up to 2 copies	1.00	USD 0.00
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 10,664.40
Online Code Hosting Renewal	Municode Full Service Code Online Renewal	1.00	USD 660.00
Annual Recurring Supplement Services - Initial Term			USD 11,324.40
Annual Recurring Supplement Services - (Subject to Uplift)			USD 11,324.40

1. This Statement of Work ("SOW") is between Village of Lombard ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 4/1/2024 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

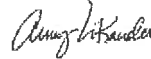
Client

CivicPlus

By:

By:





Name:

Name:

Deputy Village Manager

Amy Vikander

Title:

Title:

Nicole P. Aranas

Senior Vice President of Customer Success

Date:

Date:

March 5, 2024

Addendum 1

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Contact Information

Organization 255 E Wilson Ave URL www.villageoflombard.org
Street Address Village of Lombard
Address 2 Lombard IL 60148
City Lombard State IL Postal Code 60148

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 Sheila York

Emergency Contact & Mobile Phone Village of Lombard IT division

Emergency Contact & Mobile Phone Monika Reszka

Billing Contact Sheila York E-Mail Yorks@villageoflombard.org

Phone 630-620-5913 Ext. Fax

Billing Address 255 E Wilson Ave

Address 2

City Lombard State IL Postal Code 60148

Tax ID # Sales Tax Exempt #

Billing Terms annual Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N [X]

Please list all external sources:

Contract Contact Nicole Aranas Email aranasn@villageoflombard.org
Phone 630-620-3085 Ext. Fax

Project Contact York Sheila Email Yorks@villageoflombard.org
Phone 630-620-5913 Ext. Fax



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#288222

1/1/2024

PO #

Bill To

Karen Ellis
VILLAGE OF LOMBARD
255 E WILSON AVE
LOMBARD Illinois 60148

TOTAL DUE

\$22,303.39

Due Date: 1/31/2024

Terms	Due Date	PO #	Approving Authority
Net 30	1/31/2024		

Qty	Item	Start Date	End Date	Amount
1	Annual Fee for Hosting and Support	1/1/2024	12/31/2024	\$18,750.57
1	SSL Certificate Annual Fee	1/1/2024	12/31/2024	\$209.27
1	Custom IdP Integration Annual Fee	1/1/2024	12/31/2024	\$1,993.04
1	48 Month Redesign Premium Annual - CivicEngage Central	1/1/2024	12/31/2024	\$0.00
1	Additional SMS Subscribers (Block of 500) Annual Fee.	1/1/2024	12/31/2024	\$1,255.61
1	SSL Management – CP Provided Only 1 per domain (Annually Renews)- for domain intranet.villageoflombard.org.	1/1/2024	12/31/2024	\$94.90

Total \$22,303.39

Due \$22,303.39

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021