

VILLAGE OF DOWNERS GROVE
Report for the Village
1/10/2023

SUBJECT:	SUBMITTED BY:
Contract Renewal with FINALSITE formerly Blackboard Connect for the Community Wide Notification System	Douglas Kozlowski, Communications Director

SYNOPSIS

A resolution has been prepared authorizing an agreement to renew, for up to four years, a contract between the Village of Downers Grove and FINALSITE (formerly Blackboard Connect) for a community-wide notification system in the amount of \$66,215.00 (\$16,400 in year 1, \$16,605 in years 2-4). In March 2018, the Village authorized an agreement for three years, with the option to renew the current contract for up to five years.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY23 Budget includes \$16,400 in the General Fund for this service.

RECOMMENDATION

Approval on the January 10, 2023 consent agenda.

BACKGROUND

The community-wide notification system allows the Village to send unlimited messages to the entire community via telephone, cellular phone, email or SMS (text messaging). The database provided by the system includes one listed phone number per physical address. Residents and businesses can also enhance their notification profiles to include additional phone numbers and email addresses through a web portal on the Village's website.

Since 2009 the system has been activated over 100 times, communicating a variety of emergency and non-emergency messages on topics including missing persons, residential burglaries, gas leaks, garbage collection and mosquito spraying. On December 18, 2020, the system was used in the successful location of a missing person, by alerting the community with a description and phone number to call with information on the person's whereabouts.

Staff recommends continuing with FINALSITE based on the following:

- A proven track record for reaching the community with important messages quickly
- No conversion or start up training time or expense

- Database refreshed monthly
- Database includes all Village staff members

The following summarizes the features and benefits of the recommended vendor, FINALSITE, which is the Village's current provider:

- A preloaded database of listed residential and business telephone numbers for Downers Grove obtained, provided and regularly updated by the vendor.
- The ability to reach Downers Grove residences and businesses with a prerecorded message within 5 to 10 minutes of activation.
- Unlimited service for telephone, text and email at a fixed annual price.
- The ability to be activated from remote locations over the Village's secure network.
- A web portal accessible through the Village website, hosted by the vendor, that allows residents and businesses to create customized profiles.
- Script and message archiving.
- Personal electronic device selection that enables message recipients to choose the way in which they receive messages.
- The ability to establish pre-selected groups.
- The ability to target geo specific locations within the community.
- Two way messaging suitable for emergency staff call out and response.
- Built in reporting functions that provide time stamped data on call volume, call failures, recipient lists, and emergency staff call outs.
- 24/7/365 proactive client care support

ATTACHMENTS

Resolution

Contract Documents

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONTRACT RENEWAL BETWEEN THE VILLAGE OF DOWNERS GROVE
AND ACTIVE INTERNET TECHNOLOGIES D/B/A FINALSITE
(F/K/A BLACKBOARD CONNECT)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Renewal Contract (the "Agreement"), between the Village of Downers Grove ("Client") and Active Internet Technologies d/b/a Finalsity (f/k/a Blackboard Connect) ("AIT"), for a community-wide notification system, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



Village of Downers Grove
Created By: Jennifer Elligott
Renewal
11/3/2022
Proposal Valid for 30 days

This Active Internet Technologies, dba Finalsite (“AIT”) Order (“Order”) by and between AIT and Village of Downers Grove (“Client”) sets forth the terms of Client’s use of the products and services set forth below (“Product and Pricing Summary”). This Order, together with the Master Terms and Conditions for Web Services and other terms and conditions incorporated therein by reference (collectively “Master Terms”) located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by AIT to Client in connection with a purchase order related to this Order is conditioned upon Client's acceptance of this Order and the Master Terms. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Client or AIT, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

* Indicates products added

[x] Indicates products removed

Community Engagement	
CONNECT GOV STND UNLTD -RUC - CONNECT GOV STND UNLTD -RUC - QTY. 1	



Village of Downers Grove
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Special Provisions:

The Special Provisions included in Exhibit A attached hereto supersede the Master Terms and Agreements referenced above and within this agreement.

Application Services Subscriptions Costs:

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Schedule	Amount
Period 1 - Feb 24 2023	\$ 16,400
Period 2 - Feb 24 2024	\$ 16,605
Period 3 - Feb 24 2025	\$ 16,605
Period 4 - Feb 24 2026	\$ 16,605



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B. Additional Terms

1. **Initial Term:** Unless otherwise specified in the Special Provisions above, the Initial Term shall be [4] years
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (4) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** Upon execution of this Order.
4. AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.
6. Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Sales Approved:
Initials:

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Village of Downers Grove
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date



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D. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address
City, State Zip Downers Grove, IL 60515
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

EXHIBIT A

Special Provisions:

- This Order shall be governed by the Master Terms and Conditions for Service between Finalsight and Customer of same date as the Order (“Master Terms”). The Master Terms shall be amended as follows:
 1. The heading of the Master Terms is changed to remove "Education Agency". The definition of the term "Customer" in the Master Terms is changed to “a governmental entity, including federal and state governmental bodies”. Delete all references to “student(s)” throughout the Master Terms and insert “resident(s)”. Delete all references to “parent” throughout the Master Terms. The defined word "Student Data" is changed to “Personal Information provided by the Customer”. Delete all references to “prospective students”, “parents of students”, “faculty”, “administrators” throughout the Master Terms and insert “residents”.
 2. On page 2, Section 4.2, change “Section 7.02” to “Section 7.2”.
 3. On page 4, Section 8.2, in the first sentence delete “including the Family Educational Rights and Privacy Act of 1974 ... the Protection of Pupil Rights Amendment (“PPRA”), and COPPA”.
 4. On page 4, Section 9.1, delete the first sentence “Personal information of students ... legal guardian of the student.” and insert “Personal information of residents, resident records and resident-generated content (collectively “Resident Data”) is the property of the applicable resident.”
 5. On page 5, delete Section 9.2.
 6. On page 5, in Section 10.1, delete “(including the Children’s Online Privacy Protection Act, as amended)” in the first sentence.
 7. On page 5, Section 13.4, line 8, change “one hundred percent (100%)” to “seventy five percent (75%)”.
 8. On page 6, Section 15.1, line 11, change “thirty (30)” to “ninety (90)”.