



The City of  
**WORCESTER**

**City Clerk Department**

Nikolin Vangjeli, City Clerk  
Stephen A.J. Pottle, Deputy City Clerk I  
Clare M. Robbins, Deputy City Clerk II

June 10, 2025

Mayor Joseph M. Petty and the  
Members of the City Council  
City Hall, 455 Main Street  
Worcester, MA 01608

Dear Mr. Mayor and Councilors,

The Department of Innovation and Technology has communicated to the City Clerk's office that the home-built City Council agenda management system will no longer be available for use after June 30, 2025. Therefore, starting with the City Council meeting on July 15, 2025, the City Clerk's office will be utilizing the new council agenda management system which is in the final stages of testing.

This new agenda solution offers council and committee management components, a standardized combined agenda for both City Council and City Manager meetings and increased accessibility for the public with full council item searching capabilities. With the new agenda system residents will be able to access and engage with council items, actions and minutes like never before. This new product offers a solution that fits the growing needs of the city and provides the public with full access to council items, votes and minutes all in one platform. Additionally, this platform will improve language access equity, as residents will be able to translate agendas to Spanish and many other languages powered by Google Translate.

Phase I of the new agenda software roll out will consist of the launch of a new public online portal to access meeting agendas, minutes, and recordings on July 1<sup>st</sup>, 2025. Once the transition to One Meeting is complete, the city's current meeting management system, will no longer be utilized for future meetings. In preparation for the transition, the Department of Innovation and Technology and the City Clerk's office will update the Agenda & Minutes web page to provide updates, instructional videos and tutorials to assist the public to navigate the new online portal leading up to the go live date.

Furthermore, as previously communicated, Worcester will now join the list of cities that have already partnered with this agenda management vendor, including Los Angeles, Las Vegas, Oklahoma City, and San Antonio.

To view portals please see below:

Los Angeles, CA - <https://lacity.primegov.com/public/portal>

Las Vegas, NV - <https://lasvegas.primegov.com/public/portal>

Oklahoma City, OK - <https://okc.primegov.com/public/portal>

San Antonio, TX - <https://sanantonio.primegov.com/public/portal>

Although this new agenda management product will provide extensive searching capabilities, based on our testing it is limited in some of the user automation that the home-built council management system provided. As such I recommend the City Council consider adjusting *Rule 10 of City Council. Deadline for Filing Items to be Included on the Council Agenda*. This rule change will require the City Manager's office to provide all communications, recommendations and reports of the city manager transmitted electronically to the city clerk not later than 2:00 p.m. on the Friday the day of publishing of the city council agenda. The home-built system was designed to include the city manager items on the council agenda via automation, however this is no longer the case in the new agenda management product.

***Rule 10. Deadline for Filing Items to be Included on the Council Agenda:***

*(a) Except for communications, recommendations and reports prepared by the city manager, all city council or joint calendars shall include all petitions, orders, communications, reports and papers, of any description, which may appropriately be brought before the city council and which are received by the city clerk not later than 4:15 p.m. on the Thursday preceding the day of each regular meeting. Papers presented after that hour on such day shall not be placed on the agenda but shall be held until the next appropriate meeting.*

*(b) Notwithstanding the above, the city clerk shall include in all city manager calendars all communications, recommendations and reports of the city manager which may be transmitted electronically to the city clerk not later than 5:00 p.m. on the Friday preceding the day of each regular meeting; provided that, whenever any such Friday is a recognized holiday, or if a recognized holiday falls on the intervening Monday, this deadline shall be Thursday at 5:00 p.m. Papers, excluding emergency items, presented*



after the deadline established herein will not be considered until the next appropriate meeting.

(c) Every such calendar of agenda items shall be posted by the city clerk in accordance with the Open Meeting Law, G.L. c. 30A §§ 18-25. The city clerk shall comply with all requirements of the attorney general, whether issued by regulation, advisory or otherwise, including the filing with the attorney general of written notice of the city's Open Meeting Law notice posting method. The city clerk shall deliver electronic copies of the calendar of agenda items to the mayor and city councilors no later than 5:00 p.m. the Friday preceding a Tuesday meeting (or the Thursday in the event of an intervening holiday). The city clerk shall likewise cause the city council calendar of agenda items to be posted on the city's website at the same time. Paper copies of this calendar shall be available to the public immediately upon its posting and at each meeting. For all member of the public petitions, committee reports, orders filed by the chairs of committees in committee and other communications other than council orders and communications of the city manager, the city clerk shall indicate the appropriate action recommended for the council's consideration

Recommendation to amend Rule 10 as follows:

**Rule 10. Deadline for Filing Items to be Included on the Council Agenda:**

**(a) Except for communications, recommendations and reports prepared by the city manager, all city council or joint calendars shall include all petitions, orders, communications, reports and papers, of any description, which may appropriately be brought before the city council and which are received by the city clerk not later than 4:15 p.m. on the Thursday preceding the day of each regular meeting. Papers presented after that hour on such day shall not be placed on the agenda but shall be held until the next appropriate meeting.**

**(b) Notwithstanding the above, the City Clerk shall include in all city manager calendars all communications, recommendations and reports of the city manager which may be transmitted electronically to the city clerk not later than 2:00 p.m. on the Friday preceding the day of each regular meeting; provided that, whenever any such Friday is a recognized holiday, or if a recognized holiday falls on the intervening Monday, this deadline shall be Thursday at 2:00 p.m. Papers, excluding emergency items, presented after the deadline established herein will not be considered until the next appropriate meeting. Furthermore, the city manager shall print and deliver to the mayor and city councilors no later than 5:00 p.m. the Friday preceding a Tuesday meeting (or the Thursday in the event of an intervening holiday) all city manager calendar communications, recommendations and reports of the city manager.**

***(c) Every such calendar of agenda items shall be posted by the city clerk in accordance with the Open Meeting Law, G.L. c. 30A §§ 18-25. The city clerk shall comply with all requirements of the attorney general, whether issued by regulation, advisory or otherwise, including the filing with the attorney general of written notice of the city's Open Meeting Law notice posting method. The City Clerk shall deliver electronic and printed copies of the calendar of agenda items to the mayor and city councilors no later than 5:00 p.m. the Friday preceding a Tuesday meeting (or the Thursday in the event of an intervening holiday). The city clerk shall likewise cause the city council calendar of agenda items to be posted on the city's website at the same time. Paper copies of this calendar shall be available to the public immediately upon its posting and at each meeting. For all member of the public petitions, committee reports, orders filed by the chairs of committees in committee and other communications other than council orders and communications of the city manager, the city clerk shall indicate the appropriate action recommended for the council's consideration.***

I kindly recommend this item be referred to the Standing Committee on Municipal and Legislative Operations for presentation of this new agenda management platform and a discussion of Rule 10 of City Council.

Cordially,

A handwritten signature in black ink, appearing to read "Nikolin Vangjeli", written over a light gray rectangular background.

Nikolin Vangjeli  
City Clerk



The City of  
Worcester



# OneMeeting / PrimeGov

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Worcester's New Legislative  
Management System (LMS)





# What is OneMeeting?

- PrimeGov is now OneMeeting
- City's New Legislative Management System (LMS)
- Main Components
  - Agenda and Meeting Management
  - Pending Committee Item Management
  - Boards and Commission Manager




[Sign In](#)




Text Search

Search

[Advanced Search +](#)

### Current And Upcoming Meetings

[View All Boards And Commissions](#)


Meeting Title	Date/Time	Docu
ZBA Test Email	Jul 01, 2025 03:58 PM	 H
Test Meeting With	Jul 02, 2025 09:10 AM	 H
Test Fmail	Jul 02, 2025 03:26 PM	 H

Showing 1 to 3 of 3 Entries

### Archived Meetings

[Boards And Commissions](#)

☐ City Council
 ☐ Standing Committee on Economic Development
 ☐ Standing Committee on Education
 ☐ Standing Committee on Finance
 ☐ Standing Committee on Municipal and Legislative Operations

2025

2024

2023

2022

20

Meeting Title

Economic Development Test

Test Meeting With

Test Regular Meeting Without

20250530 - City Council Agenda

## Agenda and Meeting Management

- New Online Public Portal
- Agendas
- Minutes
- Item Search capabilities
- Livestreaming and Video Archiving



[Sign In](#)

[Search Tips](#)

Text Search

Advanced Search

Title

Author

Keyword

Referred To

Location

Final Action

Clear Filters

Search

Share Search Results

Show

20

Results

Sort By

Date Added Newest to Oldest

Title	Tracking Number	Author(s)	Sponsor	Keyword(s)	Referred To	Final Action	Date Added
5a. Transmitting an informational communication relative to the city's efforts to implement new agenda management software through Rock Solid Technology's program, PrimeGov. # 13c CC August 22, 2023	cc2023aug18125050						05/05/2025

Item Details

Title:

5a. Transmitting an informational communication relative to the city's efforts to implement new agenda management software through Rock Solid Technology's program, PrimeGov. # 13c CC August 22, 2023

Introduced By (Committee):

Referred To:

In Committee:

Original Item #:

Author(s):

Keyword(s):

Tracking Number:

Location:

Final Action:

Referral Date:

Online Documents

Activities

Council Vote Information

3 of 3 Activities

Search

Start Date

End Date

05/05/2025 5:29 AM

Added to Standing Committee on Urban Technologies, Innovation and Environment for Standing Committee on Urban Technologies, Innovation and Environment on September 18, 2023 at 6:00 PM

View HTML agenda

05/05/2025 5:29 AM

Tracking Number updated from 25-34106 to cc2023aug18125050

05/05/2025 5:29 AM

Item Created

# Agenda and Meeting Management Search Function





Sign In



[Search Tips](#)

Text Search

Text

Advanced Search

Title

Item title

Author

e.g., Petty, Datista, Cversource, V

Keyword

e.g., Parking, Police, Traffic Light

Referred To

Standing Committee on Urban

Location

e.g., Belmont St, Main St, Park A

Final Action

Clear Filters

Search

Share Search Results

Show  Results

Sort By

Title	Tracking Number	Author(s)	Sponsor	Keyword(s)	Referred To	Final Action	Date Added
9.32b. Transmitting Informational communication relative to implementing a pricing plan for municipally-owned Electric Vehicle Charging Stations (EVCS).	cm2025feb28122528	City Manager		EVCS - User Fee Pricing, EVCS, Electric Vehicle Charging Stations	Standing Committee on Urban Technologies, Innovation and Environment		04/10/2025
9.12a. Transmitting informational communication relative to Zero Waste Master Plan updates.	cm2025feb28114103	City Manager		Zero Waste Master Plan Updates sustainability and resilience trash and recycling plan	Standing Committee on Urban Technologies, Innovation and Environment		04/10/2025
19m. ORDER of Councilor Ivel Iaxhij - Request Standing Committee on Urban Technologies, Innovation and Environment hold a public hearing relative to receiving feedback as to ways the city's social media policy can be updated and/or more properly enforced. (Tabled Under Privilege - Colorado August 22, 2023)	cc2023aug16013811				Standing Committee on Urban Technologies, Innovation and Environment		03/19/2025
17a. Request Standing Committee on Urban							

## Pending Committee Items Search Function

**CITY OF WORCESTER  
AGENDA OF THE CITY COUNCIL  
Saturday, May 31, 2025**

**Esther Howland (South) Chamber  
8:34 AM**

**Mayor**

Joseph M. Perry

**Councillors**

Maria A. Brigman

Phil Hachiaj

Candy Mero-Carlson

Sami Riven

George J. Russell

Donna M. Colono

Khristian E. King

Thu Nguyen

Sonn M. Rose

Kathleen M. Toomey



[www.worcesterma.gov](http://www.worcesterma.gov)

**City Manager**

Eric D. Batista

**City Auditor**

Robert V. Stornes

**City Clerk**

Nakulm Vangeli

**Virtual Attendee Call-In Information: City Council Zoom Link:**  
**<https://zoom.us/j/91727574825> City Council Zoom Phone Number: (929) 205**  
**6099 City Council Zoom Access Code: 917 2757 4825**

**To request a reasonable accommodation or interpretation or to submit written comments or questions in advance of the meeting, please contact the City Clerk's office by email at [clerk@worcesterma.gov](mailto:clerk@worcesterma.gov). Please note that interpretation requests must be received no later than 48 hours in advance of the meeting. Para solicitar una interpretación razonable, o enviar comentarios o preguntas por escrito antes de las reuniones municipales, por favor comuníquese con la oficina del Secretario Municipal por correo electrónico a [clerk@worcesterma.gov](mailto:clerk@worcesterma.gov). Por favor note que las solicitudes de interpretación deberán ser enviadas 48 horas antes de la reunión.**

City Hall - 455 Main Street Worcester, Massachusetts

- |    |                      |     |
|----|----------------------|-----|
| 1. | INVOCATION           | ... |
| 2. | PLEDGE OF ALLEGIANCE | ... |
| 3. | STAR SPANGLED BANNER | ... |

## Agenda and Meeting Management

- New interactive HTML agendas and minutes
- Improved user experience including Google translated online agendas and minutes
- Same look and feel for PDF agendas and minutes
- Historical migration



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**City Clerk Department**

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Clare M. Robbins, Assistant City Clerk

August 22, 2023

Mayor Joseph M. Petty and the  
Members of the City Council  
City Hall, 455 Main Street  
Worcester, MA 01608

Dear Mr. Mayor and Councilors,

Kindly consider this communication as an update concerning the city's efforts to implement new agenda management software through Rock Solid Technology's program, PrimeGov.

Last Fiscal Year, our office worked in consultation with other city departments, including the City Manager's Office, the Department of Innovation and Technology and even the City Council's Standing Committee on Urban Technologies, Innovation and Environment to guide our office in the selection of new agenda management software, which is slated to replace our homegrown program that has reached end-of-life. It is our hope and expectation this program will allow residents to better access all items brought forth in City Council, creating a more open and transparent process for residents to keep up to date with all City Council related agendas and minutes.

In the following memorandum, our aim is to outline the final contract between the city and RockSolid Technology, the Scope of Work currently being implemented by Rock Solid Technology to create our program, as well as all other actions associated with implementation, including but not limited to data migration dating back since 2007, which was when the former program was implemented. I kindly recommend this item be referred to the Standing Committee on Urban Technologies, Innovation and Environment for further discussion.

Cordially,

Nikolin Vangjeli  
City Clerk





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**M E M O R A N D U M**

**TO:** Mayor Joseph M. Petty and the Members of the City Council

**FROM:** Niko Vangjeli, City Clerk

**DATE:** August 22, 2023

**RE:** Implementation of new agenda management software through Rock Solid Technology's program, PrimeGov.

**Contract**

The City of Worcester finalized its contract with Prime Government Solutions, Inc. aka PrimeGov on December 30, 2022 to replace its current agenda management software, a homegrown program called *Councilor Calendar*, that has reached end-of-life. *Councilor Calendar* has supported the City Clerk's Office and City Manager's Office in preparing the agendas and minutes for all City Council and Standing Committee meeting meetings since 2007 and integrates with *Laserfische*, a content management platform that allows for public viewing of the City Council's items on the city's website, as well as internal indexing of all items brought forth by City Council for archival purposes.

The terms and schedule negotiated by the city within the contract are one of the highlights of the work outlined in this communication as the terms allows for the city to remain a partner with PrimeGov for four (4) years, with the unilateral option to extend the contract for two (2) additional two (2) years terms for a pre-negotiated price, meaning, the city has the ability to work with the vendor for a possible eight (8) years at a fixed rate. At the conclusion of the agreement, the city also is entitled to and will receive all "City Data" associated with and created within the PrimeGov program. The city also negotiated its right to terminate the contract if the vendor fails to fulfill in a timely and proper manner its material obligations by providing written notice no less than thirty (30) days of the termination.



# The City of **WORCESTER**

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### **Statement of Work**

Included in Exhibit A of the contract between the City of Worcester and Prime Government Solutions, Inc. is the Statement of Work that the Licensor, PrimeGov, will provide the City of Worcester. The Statement of Work includes crucial information for the project, most notably going over the *PrimeGov Implementation Stages* and the *Projected Timeline*. The *PrimeGov Implementation Stages* are as follows:

#### **1. Planning and Discovery**

- a. Kick Off
- b. Process Review

#### **2. Implementation**

- a. Configuration and Test
- b. Training

#### **3. Project Closure**

- a. Go Live
- b. Transition to Support

The City of Worcester is currently in the **Implementation** phase of the various stages, which in our opinion gets at the core of the work being done to A) make sure the program provides each city department all that is required to effectively manage all items brought forth and passed by City Council and B) ensures public transparency through easily accessible City Council agendas and minutes with searchable content right within the platform.

Thus far, the city has completed several tasks associated with implementation, including but not limited to:

- 1. Determined city users to be granted access within the PrimeGov system.
- 2. Reviewed the program's ability to integrate with the City Manager's existing Board and Commissions page and application process.
- 3. Provided a consistent branding plan to be used within the agendas and minutes.
- 4. Included several samples of existing materials for a seamless transition from one program to the next, including samples of the agendas, minutes, memos, item faces and item attachments.



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5. Worked with PrimeGov representatives to discuss the motions, voting types and other common practices used within our city's government.

PrimeGov has taken the above, mentioned information, and meets with the City Clerk's Office, City Manager's Office and the Department of Innovation and Technology regularly to continue to build the city's program.

### **Data Migration**

As is outlined in the Scope of Work, **Data Migration** is one of the largest undertakings associated with moving City Council over from *Councilor Calendar* into the PrimeGov platform. For agendas and minutes, the City Council alone lists over 900 meetings to be uploaded – including all items within said agendas – as well as almost 1,500 Standing Committee meetings. For video purposes, City Council holds over 500 meetings on the city's website that need to be integrated into the system as well. Boards and Commissions also list a large quantity of videos and agendas that need to be brought over as well. In total, we estimate over 10,000 meetings to be transferred into PrimeGov for historical purposes, with additional items being created daily.

The result of this volume, thanks to many years of great record keeping practices across multiple city departments, has created a great deal of work to be completed by the Department of Innovation and Technology to prepare the city's data in a way that will be transferable to PrimeGov. Our next steps will be to provide a small amount of data and test within the system before finally bringing over the larger data set, once all the information can be properly collected and organized.

### **Scope Confirmation (Draft)**

The last attachment, the *Scope Confirmation*, is found in draft form and serves as a working document that both the City of Worcester and PrimeGov update during our weekly meetings to ensure both parties are consistently aware of the build-out being undertaken by PrimeGov for the city's program. The details outlined in the draft are primarily used by for city users to shape the user experience when working within the program.





# The City of **WORCESTER**

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One of the most important details of the *Scope Confirmation* includes a sample of potential workflows the City Clerk's Office and City Manager's Office will use when building items, including the ability to create cover letters, set up peer review systems and even final approval requirements. This same system will allow the City Clerk's Office to assign items referred to the City Manager and his departments. Beyond this, the *Scope Confirmation* also addresses items including but not limited to in-meeting management options, creating templates for agendas and minutes, and the organizational naming conventions of items for historical record keeping purposes.

**SERVICE AND LICENSE AGREEMENT**

2022 DEC 23 AM 9:30

This Agreement made this 30th day of December, 2022, by and between the City of Worcester, a Massachusetts municipal corporation with an address of 455 Main Street, Worcester, Massachusetts, 01608 ("City"), and Prime Government Solutions, Inc., a Utah corporation with a principal place of business at 912 S Capital of Texas Hwy, Austin, TX 78746 ("Licensor"). City and Licensor may be referred to as the "Parties" and separately as "Party".

**WITNESSETH:**

**WHEREAS**, the City seeks to license "PrimeGov" and "Rock Solid Streamline" software and related services (collectively "Project Software") and the purchase of certain equipment for an agenda management system for the City Clerk Department ("Project"); and

**WHEREAS**, Licensor is the successful proposer, and represents that it has the expertise, experience and capacity to perform the services sought; and

**NOW THEREFORE**, the Parties hereto mutually agree as follows:

**1. Licensor's License of Project Software and Services**

1.1 Grant of License. Subject to the terms and conditions herein, including the Recitals above, Licensor hereby grants City a non-exclusive, non-transferable, license and right to use the Project Software, as it may be updated and/or upgraded. The City shall be entitled to use the Project Software for municipal purposes, including but not limited to copying, displaying, performing, modifying, and otherwise using (and permitting others to use) any City Data (defined below), for all purposes described in the RFP (defined below) and the Proposal (defined below), those purposes required by law, and the purposes for which such Project Software was designed and the equipment was intended.

1.2 Scope of Services. Licensor shall furnish and perform implementation, testing, training, support, management and maintenance of said Project Software and related equipment, as set forth herein and in Exhibit A, "Scope of Services," as attached hereto and incorporated herein. and as further set forth in the RFP and the Proposal (defined below).

1.3 RFP. The Project requirements set forth in the City's Request for Proposals issued March 10, 2022, No. 7676-1-W2 ("RFP"), and Licensor's Proposal, dated March 17, 2022, and submitted April 6, 2022, ("Proposal"), are incorporated herein by this reference. Notwithstanding any provision to the contrary, no legal terms or conditions contained in the Proposal (including any proposed license or contract) shall be incorporated by this reference. Any such legal terms and conditions shall be, by the execution of this Agreement, deemed fully withdrawn and of no effect. In the event of a conflict that cannot be harmonized, this Agreement, including its exhibits, shall control over the RFP and the Proposal. The RFP shall control over the Proposal.

1.4 Equipment. To the extent Licensor is furnishing equipment or materials for this Project, Licensor shall bear all risk of loss to and/or damage for such equipment and materials that occurs

in transit to the City's site(s) and during its installation. The risk of loss and/or damage to purchased equipment and materials further remains with Licensor until the purchase price for such equipment and material is paid and title has passed to the City. Licensor shall also bear the risk of loss and/or damage to any licensed or rented equipment/materials during the City's possession and use thereof except to the extent the City is negligent or its wrongful misconduct.

1.5 Licensor Contractors. If any Licensor Contractor (which term shall include contractor, service provider, licensor, licensee, affiliate, consultant, vendor or other agent of the Licensor) provides any portion or component of the services (including but not limited to any portion or component of the Project Software), equipment or materials hereunder, Licensor shall be responsible to the same extent as if such portion or component were provided by Licensor directly. Without limiting the generality of the foregoing, Licensor shall require such Licensor Contractors who have access to City Data to enter into a written agreement with Licensor requiring they abide by terms that are at least as protective of City Data as set forth in this Agreement.

1.6 Hosting. Licensor shall provide hosting to the City with US domestic hosting services and all City Data will remain in the continental United States. Licensor represents that (a) it is using the Microsoft (MS) Azure or equivalent cloud public services, (b) MS Azure or equivalent backup and recovery services are used to provide transaction level backups, (c) the service includes application software updates and bug fixes, operation system updates and patching, automated backups, point-in-time restores, active geo-replication, fail-over groups, automatic performance monitoring and tuning, adaptive query processing, intelligent threat detection, auditing for compliance and security, data encryption at rest, data encryption in motion, dynamic data masking, row-level security, multi-factor authentication, and compliance certification, (d) the database(s) containing City Data shall be dedicated to City use and inaccessible to Licensor's other customers.

Licensor shall provide connectivity for City users using SingleSignOn(SSO) with an Azure Account (or equivalent) and SAML/Multi-Factor authentication.

1.7 Security. Licensor shall employ security measures which shall in no event be less than that required by all applicable federal and state laws and regulations, including but not limited to the commonwealth of Massachusetts, regarding data security and privacy for provision of the Hosted Service.

1.7.1 Without limiting the generality of the foregoing, Licensor shall take technical and organizational measures, consistent with the industry standard of care provided by highly competent providers and licensors, against unauthorized and/or unlawful processing of, as well as accidental loss, destruction, and/or damage to, all City Data. Licensor shall further create and enforce controls to that ensure information is shared exclusively between parties who have a direct purpose in receiving data. All data collected by Licensor shall be used exclusively for providing service to the City pursuant to this Agreement.

1.7.2 Licensor further shall maintain industry standard intrusion detection and preventions systems to monitor malicious activity in the network and to log and block any such activity. In



the event of any unauthorized access to the City's database(s), Licensor shall comply with requirements set forth elsewhere in this Agreement, including but not limited to Section 9.3, below. Licensor shall undertake additional security audit(s), on terms and timing to be mutually agreed to by the Parties, at the City's written request.

1.7.3 Licensor shall obtain and maintain SOC 1 and SOC 2 compliance (or its equivalent). Upon request, Licensor will provide City (or City consultant, as applicable) with a summary of the compliance report(s) or its equivalent.

1.8 Service Levels. In addition to the provisions set forth in Exhibit D and the RFP and the Proposal, Licensor shall provide PrimeGov and Rock Solid Streamline 24 hours per day, 7 days per week. Licensor shall provide the following service levels for PrimeGov and Rock Solid Streamline: 99.95% up-time (excluding regularly scheduled maintenance windows) (24 x 7 x 365), ("Up-time").

1.9 Lost/Damaged City Data. In the event of any loss or damage to City Data, Licensor shall use its best efforts to restore the lost or damaged City Data from the latest back-up of such City Data maintained by Licensor.

1.10 Licensor Provided Disaster Recovery. All City Data shall be backed up and stored real time in multiple (no fewer than 3) locations. Databases have Point Time Restore up to thirty-five (35) days, as such, City Data can be restored to any minute within a thirty-five (35) day period. After such thirty-five (35) day period, restorations shall be saved weekly up to six (6) months. Individual files have Point in Time Restore up to two (2) days and daily backups for thirty (30) days thereafter. Licensor shall host all data in Microsoft Azure, which is a tier 4 data center, and all connectivity is automatically managed by the Microsoft Azure infrastructure. Microsoft Azure guarantees a permanent data failover. Extra backups are available upon request. City may also export data to external devices for additional storage. All City Data is kept within US national borders. Licensor shall follow the standard protocols for recovery stated by Microsoft Azure. Licensor uses HTTP2 protocol, resulting in all communication between the City and server being secure and encrypted. For Licensor's database, backups and other data at rest, everything shall be on Microsoft Azure resources that have automatic encryption on all the elements. City shall receive access to Licensor's customer portal where the health status of the application is present, and all alerting is provided to the City upon subscription to notification. Such notifications are sent automatically, and available via email and SMS text messages.

## **2. Term and Schedule**

2.1 Term. This Agreement shall be effective upon the date set forth in the first paragraph above and terminate four (4) years thereafter, unless earlier terminated as set forth herein and/or unless otherwise extended in writing by the Parties. Notwithstanding the foregoing, the City shall have the unilateral option to extend this Agreement for two (2) additional two (2) year terms for the Fees set forth in Exhibit C, attached hereto and incorporated herein.

2.2 **Schedule.** Licensor shall commence and complete implementation of the Project and make the Project Software available to the City in compliance with the Schedule set forth at Exhibit B, attached and incorporated by reference.

3. **Fee**

3.1 **Payment.** The City shall pay Licensor Fees in an amount not to exceed Two Hundred Fifty Thousand, Thirty One Dollars and Seventy Eight Cents (\$250,031.78) in accordance with the procedures set forth herein. The above sum includes all labor, services, software license fees, hosting, equipment, materials, professional service fees, overhead, profit, and any other costs, fees and/or expenses. The City shall pay Licensor only on the basis of written invoices evidencing in complete detail the propriety of the charges. For the Project Software license fee, Licensor shall invoice annually for that portion of the Fee that applies to the relevant annual period. For all other portions of the Fee, Licensor shall submit invoices periodically, but not more than monthly, reflecting services rendered and/or equipment and materials received. Licensor shall provide such additional detail regarding any invoice that the City reasonably requests. The City shall make payments (except those amounts subject to good faith dispute) within forty five (45) calendar days after receipt of a sufficient invoice. Licensor shall not invoice more frequently than monthly.

3.2 **Taxes.** City represents to Licensor that it is a tax exempt entity. Licensor shall not include any taxes in invoices and shall not be entitled to recover any such amount from City. City shall provide its tax exempt information to Licensor upon request.

3.3 **Fee Breakdown.** The fee breakdown and related details are set forth in Exhibit C. The City's payment obligations are contingent upon an appropriation.

4. **Information Furnished by City.** The City shall, to the extent the services under this Agreement may require, furnish Licensor with any relevant information it may have concerning this Agreement. The City does not guarantee the accuracy or completeness of such information.

5. **Proprietary Rights and Confidentiality**

5.1 **City Ownership.**

5.1.1 As between Licensor (and Licensor's Contractors) and the City, all data that the City has created, owns or licenses (other than data from Licensor or Licensor's Contractors), including any documents, writings, information, as well as any extract and/or aggregation thereof, in whatever nature or form, may be referred to as "City Data". Said City Data shall also include any data that is otherwise made available to the City through a third party, which shall include but shall not be limited to data made available by and/or for members of the public, or by a City Contractor (defined below) although the City shall in no event be responsible for the content, origin, or veracity of the same. By this Agreement, City does not convey any right, title or interest in City Data to Licensor (including any Licensor Contractor). Notwithstanding any provision to the contrary, Licensor is prohibited from retaining or using any City Data for any

reason other than its performance under this Agreement, even if said City Data is aggregated, de-identified, pseudonymized or anonymized. Without limiting the scope of Section 12.17, the requirements of this provision shall survive the termination of this Agreement.

5.1.2 Any deliverables furnished by Licensor for the City's use shall be instruments of service and property of the City.

5.1.3 **Coordination With City's Contractors.** City may, from time to time, engage or contract with contractors, consultants or other third parties (collectively "City Contractors") to provide separate software, services or products that relate to the Project Software, services and/or equipment provided by this Agreement. Licensor shall provide reasonable cooperation and work in good faith with City and City Contractors as reasonably requested by City. Further, to the extent Licensor has access to information of such City Contractor(s) that is marked as or may reasonably be understood to be confidential and/or proprietary information (jointly for this section, "proprietary information"), Licensor shall, except as otherwise required by law, use such proprietary information only for the purposes set forth in this Agreement and shall protect such proprietary information in the same manner that it protects its own similar proprietary information, but in no event using less than a reasonable standard of care.

5.1.4 **Return of City Data.** At the termination of this Agreement, Licensor shall promptly notify (not less than five (5) calendar days) the City that it may extract a copy of City Data at no cost for a period of not less than thirty (30) calendar days from the date of termination. Upon termination of this Agreement (not more than ten (10) calendar days), Licensor shall provide City with a full digital export of City Data in a reasonable format to be agreed upon by the Parties at no additional cost to City. Within fifteen (15) calendar days of a written request by the City, Licensor shall return or destroy, at the City's option, all City Data, of whatever nature or form received from or on behalf of the City or any authorized user that is within Licensor's, or Licensor's Contractor's, possession or control and shall (within five (5) days of such destruction or return) certify in writing to the City that all City Data in its possession or control (including in the possession or control of Licensor's Contractors), has been destroyed or returned to City.

5.2 **Licensor Ownership.** Licensor represents that it (and/or Licensor's Contractors) owns all right, title and interest in and to the Project Software (including all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto), documentation, and other Licensor intellectual property rights (copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing), and subject to the limitations set forth herein, Licensor reserves all rights, title and interest thereto. Additionally, reports or other data generated by Licensor regarding its traffic flow, feature use, system loads and/or product installation, and/or similar information, are the exclusive property of Licensor; provided however that Licensor shall neither collect nor retain personally identifiable information (PII) as part of this information, and relying thereon, City hereby specifically authorizes the use of such reports and/or other data, by Licensor in any manner that it deems to be appropriate.



### 5.3 Confidential Information.

5.3.1 "Confidential Information" means (a) any Project Software and its respective source code used by Licensor in providing the services pursuant to this Agreement; (b) City Data; (c) either Party's business/municipal or technical information, and (d) information relating to Licensor's software plans, designs, finances, marketing plans, business opportunities, personnel, research, development or know-how that Licensor designates as "confidential" or "proprietary."

Notwithstanding the foregoing, the non-confidential documents and information as set forth in Section 5.3.3 below shall not be considered Confidential Information. A designation of confidentiality or proprietary shall not control over either Party's obligation to comply with applicable law.

5.3.2 Without limiting the generality of Section 5.3.1(b) above, Licensor may have access to information related to the City and its activities which is identified by the City as confidential or reasonably understood to be confidential ("City Confidential Information"). Except as required by law, Licensor may only use City Confidential Information for the purposes set out in the Agreement and shall protect City Confidential Information in the same manner that it protects its own confidential information, but in no event using less than a reasonable standard of care.

5.3.3 Licensor represents to the City that its Confidential Information is the exclusive property of Licensor. During the period this Agreement is in effect and for a period of five (5) years after its termination, except to the extent required by law, pursuant to any order by a court of competent jurisdiction, or as set forth elsewhere in this Agreement, City agrees not to sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party except however as needed to facilitate its use and as otherwise set forth herein. **Notwithstanding any provision to the contrary in this Agreement, expressly excluded from the definition of Confidential Information shall be (a) this Agreement, as it may be amended, and its attachments, work orders, change orders, exhibits and all other incorporated or referenced documents, (b) the Proposal, (c) written correspondence between the Parties, (d) invoices and related details, (collectively for this section "non-confidential documents and information").** City shall have the right to disclose publicly any and such non-confidential documents and information for any municipal purpose pursuant to City's normal operating practices and activities.

**Additionally and notwithstanding any provision to the contrary, in no event shall any requirement of this Agreement be interpreted to impede, limit or prohibit the City from disclosing Licensor's (or Licensor's Contractor) Confidential Information to the extent that such information is required to be disclosed pursuant to any applicable law, including but not limited to Massachusetts public records law, open meetings law, or any other local public disclosure law applicable to the City or pursuant to any order by a court of competent jurisdiction.**

5.3.4 Confidential Information shall further not include information which is: (i) already in the possession of the receiving Party and not subject to a confidentiality obligation to the providing Party; (ii) independently developed by the receiving Party; (iii) publicly disclosed through no fault of the receiving Party; (iv) rightfully received by the receiving Party from a third party that

is not under any obligation to keep such information confidential; or (v) disclosed pursuant to the requirements of law, regulation, or court order.

**5.3.5 Remedies.** If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections hereunder, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts.

**5.3.6 FERPA/COPPA.** As to any and all aspects of the City (including but not limited to the Worcester Public Schools) that is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and to the extent Licensor may have access to student information during the Term of this Agreement, Licensor agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any City Data that is protected by FERPA and, therefore, Licensor agrees that with respect to all City Data that is protected by FERPA, to the extent that Licensor accesses unencrypted City Data that is subject to FERPA, Licensor shall comply with any and all obligations of a School Official with respect to such access. Without limiting the foregoing, Licensor shall use education records only for the purposes of fulfilling its duties under this Agreement. Except as required by law or court order, Licensor shall not disclose or share education records with any third party except to Licensor's Contractors who have agreed to maintain the confidentiality of the education records to the same extent required of Licensor and only to the extent such education records are needed to fulfill said Licensor's Contractor's duties under this Agreement. Additionally, and to the full extent applicable, Licensor shall comply with the requirements of the Children's Online Privacy Protection Act ("COPPA") and SHALL NOT KNOWINGLY COLLECT ANY PERSONALLY IDENTIFYING INFORMATION FROM CHILDREN UNDER THE AGE OF 13 THROUGH THE PROJECT SOFTWARE AND/OR OTHER PRODUCT EXCEPT IN COMPLIANCE WITH COPPA. If the requirements set forth elsewhere in this Agreement conflict with the requirements of FERPA and/or COPPA, the requirements giving more protection to City Data shall apply.

## **6. Standard of Care.**

**6.1 Professional Services.** Licensor shall provide all professional services in a good, timely, thorough, and workmanlike manner, in accordance with the standard of care, skill, training, diligence, and judgment provided by highly competent providers and licensors performing services of a similar nature. Licensor shall be responsible for the security of City Data during any implementation, configuration and integration, and it shall be responsible for non-interference with those aspects of the City's existing computer and related systems that are not intended to be replaced or changed by this Project. Licensor shall be responsible for the professional and technical accuracy and the coordination of all work furnished under this Agreement. Licensor shall furnish duly qualified personnel with the degree of training and expertise required to provide such services for each aspect and task so that detailed checking or reviewing by the City is not necessary.

**6.2 City Approval Not Waiver.** Notwithstanding any provision to the contrary, the City's review, approval, testing, acceptance and/or payment for any of the software (including but not

limited to Project Software and the implementation), deliverables, equipment, materials, labor, and/or services furnished shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement. Without limiting the generality of other provisions of this Agreement, in the event that any aspect of Licensor's performance fails to comply with applicable law due to Licensor's negligence or breach of this Agreement, Licensor shall make all necessary corrections at no cost whatsoever to the City.

## **7. Indemnification**

**7.1 Infringement.** Licensor shall, at its sole expense, defend, hold harmless and indemnify the City, and its officials, employees, and agents, from and against any damages (including but not limited to costs, liabilities, losses, and expenses (including reasonable legal fees and costs)) and amounts paid in settlement, as a result of any claim or threat of claim, suit, action or proceeding brought by a third party against the City alleging that: (i) the use of the Project Software, the deliverables, documentation and/or other products, equipment and/or materials that City has licensed or otherwise received from Licensor infringes or misappropriates any patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) the Project Software, documentation and/or other products, equipment and/or materials, which City has licensed or otherwise received from Licensor caused damage or injury (including death), to the extent that such damage was not caused by City negligence or caused by City through a change in said Project Software, documentation, deliverable, and/or other products, equipment and/or materials, except as performed or authorized by Licensor.

**7.2 Notice.** Licensor's obligations under Section 7.1 are conditioned on the City (a) providing reasonable notice of the third-party claim to Licensor, provided however that a delay of notice will not relieve Licensor of its obligations under this Section except to the extent that Licensor is materially prejudiced by such delay, and (b) giving Licensor control over the defense and all related settlement negotiations; except to the extent reasonably necessary to the City to protect its interests including but not limited the Licensor's claim or reservation of the right to claim that Licensor's obligations are limited due to the City's acts and/or omissions; provided further that any settlement shall include that the City is unconditionally released of all liability by all claimants and further that Licensor shall obtain the City's prior written consent regarding any admission or statement of City breach, error or negligence. The City agrees, in a manner consistent with its interests, to reasonably cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding.

**7.3 City Enjoined.** If the City is enjoined or otherwise prevented from using Project Software, documentation, deliverables and/or other products, equipment and/or materials (collectively for this Section, "products"), Licensor shall make all reasonable efforts to obtain for the City the right to continue use of such products, or to replace or modify such products so that the City is no longer infringing. If neither of the foregoing options is reasonably available to Licensor, then Licensor shall refund any Fees or other amounts paid for the applicable products as of the last date the City was able to normally use said products.



7.4 Costs of Defense. Any and all costs of such defense (e.g. reasonable attorney's fees and costs, any award, any settlement) shall be deemed direct damages for purposes of Section 9.1 and shall not be subject to the Limitation of Liability in Section 9.2.

7.5 No City Indemnification. The City shall have no obligation to indemnify the Licensor. Without limiting the generality of Section 12.11 and notwithstanding any provision to the contrary, the City shall further have no obligation to indemnify any third party, including but not limited to Licensor's Contractor.

7.6 Survival. Without limiting the generality of Section 12.17, the provisions of this Section shall survive the expiration or termination of the Agreement.

## **8. Warranties and Disclaimers.**

8.1 Full Term Warranties. For the full Term of this Agreement, including any extension thereof, Licensor warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, it shall comply with all applicable laws. Licensor further warrants that Licensor is fully authorized by and shall not violate any agreement that Licensor has with any third-party in any manner that may increase the City's liability or cost, or decrease functionality or security of the Project Software, equipment or any service provided by Licensor hereunder. Licensor further warrants to the City that it owns or is fully authorized to grant a license to the Project Software.

### **8.2 Express Warranty.**

8.2.1 Licensor hereby warrants that all software (including but not limited to Project Software) supplied by Licensor will (a) perform in accordance with the requirements of applicable law and industry standards, the RFP requirements, and Licensor's Proposal and its documentation, and (b) not be materially decreased in functionality during the Term (including any extension thereof). Licensor warrants that, to the best of its knowledge, the Project Software does not contain any malicious code.

In the event of a breach of the warranty set forth in this Section 8 and/or in Exhibit A, (a) Licensor shall correct the deficiency(ies) at no additional charge, or (b) if Licensor is unable to correct the deficiency(ies) after reasonable efforts, Licensor shall equitably refund to the City amounts paid that are attributable to the defective Project Software from the date Licensor received such notice through the date of remedy, if any. For clarity, such refund (or reduction in payment due) shall continue until such deficiency is resolved. Further, neither the refund nor the cost of correcting the deficiency shall be applied against any limitation of liability set forth in Section 9.2, and shall be deemed a direct cost for the purposes of the consequential damages waiver set forth in Section 9.1.

8.2.2 Licensor hereby warrants that all equipment and/or materials furnished by Licensor will (a) perform in accordance with the City's RFP and Licensor's Proposal, and (b) be free from defects in material, design, and workmanship for the warranty and maintenance period purchased. Licensor shall provide such warrantee(s) for the greater of (i) the period set forth in

its Proposal, (ii) the period required by the City's RFP, and (iii) one (1) year, at no additional cost to the City, commencing on the date of the City's final system acceptance. Said warrantee(s) shall cover all parts, labor, and travel, and such additional costs as required by the RFP and offered by the Proposal (resulting in the most inclusive) related to all the equipment, materials and software supplied pursuant to this Agreement.

8.2.3 Licensor thereby warrants that any and all services, including but not limited to the integration of software and the integration of equipment (as applicable) supplied by Licensor will (a) perform in accordance with the RFP and to the extent additional functionality is offered, the Licensor's Proposal, and (b) be free from defects in material, design, and workmanship and otherwise satisfy the requirements and provide the remedies set forth in Section 6. Licensor shall provide such warrantee(s) for the period set forth in its Proposal but in any event not less than one (1) year, at no additional cost to the City, commencing on the date of the City's final system acceptance. Said warrantee(s) shall cover all parts, labor, and travel, and such additional costs as required by the RFP and offered by the Proposal (resulting in the most inclusive) related to all the equipment and software supplied under this Agreement.

8.2.4 The provisions of this Section 8.2 will not apply to the extent that the cause of a deficiency is the result of (a) a person (other than Licensor or Licensor's Contractor) making any revisions or modifications to the Project Software, equipment or integration after its acceptance by the City where such revisions or modifications are not reasonably contemplated by the Parties or the Project Software design, or (b) the operation of the Project Software or equipment in a manner contrary to the applicable documentation provided by Licensor; provided however that Licensor reasonably notifies the City of such cause in a manner that will reasonably allow the City to remedy such cause or contest Licensor's determination.

8.3 Additional Warrantees. Licensor shall assign any third party warrantee(s) to the City that are applicable to software and/or equipment on the date of final system acceptance or such other date as is set forth in this Agreement, whichever is later, to the full extent assignable. Said third party warrantee(s) shall not reduce Licensor's obligations to the City, as set forth herein.

8.4 Notice. City will promptly notify Licensor in writing of any deficiencies in the software, equipment, integration or other services subject to this warranty that indicate a failure to conform substantially to the requirements set forth herein. Licensor shall commence investigation and resolution of the asserted deficiency within twenty-four (24) hours of notice and shall diligently and expeditiously continue to resolve such issue. Licensor shall make frequent contacts with Client regarding status and interim workarounds.

8.5 Sole Remedy. Licensor's warranty to the City is City's sole remedy for breach of warranty, but shall not absolve the Licensor from any liability to the City arising out of any claim for negligence or other breach of this Agreement. If City determines the breach of warranty is a material breach of the Agreement and City elects to terminate the Agreement in accordance with Section 11, City shall be entitled to seek any and all remedies that are available at law or equity or as otherwise set forth in this Agreement.

**8.6 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND ELSEWHERE IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, RELATED SERVICES AND THE DOCUMENTATION. LICENSOR DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED.

**9.0 Limitations of Liability**

**9.1 CONSEQUENTIAL DAMAGES.** EXCEPT FOR LICENSOR'S INDEMNITY OBLIGATION(S), AND SUBJECT TO EXPRESS EXCLUSIONS SET FORTH ELSEWHEREIN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS AND LOST OPPORTUNITY.

**9.2 MAXIMUM LIABILITY.** TO THE FULL EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO (A) LICENSOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, (B) THE CITY'S PAYMENT OBLIGATIONS SET FORTH IN SECTION 3, (C) AMOUNTS OF ANY FINE AND/OR PENALTY IMPOSED BY ANY GOVERNMENTAL AUTHORITY ARISING FROM THE OTHER PARTIES' BREACH, (D) EITHER PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, THE MAXIMUM LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO TWO TIMES (2X) THE AGGREGATED PROJECT SOFTWARE LICENSE FEES ACTUALLY PAID BY THE CITY TO LICENSOR (OR ITS AGENT) DURING THE IMMEDIATELY PRIOR TWELVE (12) MONTH PERIOD (OR FOR A CLAIM(S) ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD), OR FOR LICENSOR, ANY AMOUNTS ACTUALLY COVERED BY LICENSOR'S INSURANCE POLICY, WHICHEVER IS HIGHER. NOTWITHSTANDING ANY PROVISION OF THIS SECTION 9.2 TO THE CONTRARY, THE MAXIMUM LIABILITY FOR EITHER PARTY SHALL NOT BE LESS THAN FIFTY THOUSAND DOLLARS (\$50,000). EXCEPT FURTHER THAT FOR A BREACH OF EITHER PARTY'S SECURITY OBLIGATIONS, THE BREACHING PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE INCREASED TO TWENTY FOUR (24) MONTHS FEES, OR FOR LICENSOR, ANY AMOUNTS ACTUALLY COVERED BY LICENSOR'S INSURANCE POLICY, WHICHEVER IS HIGHER. SAID AMOUNT SHALL BE RESET AT THE START OF ANY EXTENDED TERM.

**9.3 Licensor Security Breach.** If Licensor experiences an actual or suspected security breach that may effect any City Data covered by this Agreement, Licensor shall immediately (within 24 hours of becoming aware of the breach) notify the City and shall take immediate steps to limit and mitigate such security breach to the extent possible and, in any event, as required by law. Licensor shall keep the City informed as it addresses the security breach. In the event of any



material breach by Licensor of the security and/or confidentiality obligations set forth in this Agreement may, at the City's discretion, result in cancellation of this Agreement for cause, including but not limited to the immediate cancellation and/or termination of any and all rights Licensor may have to receive City Data and/or other information from the City.

Additionally, and notwithstanding the limits of liability set forth in Section 9, in the event that any unauthorized access to or acquisition of Personal Data ("Personal Data" shall mean data that City Data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable privacy law) is caused by Licensor's breach of its security and/or privacy obligations under this Agreement, Licensor shall pay the reasonably necessary, documented costs incurred by the City as follows: (a) costs of any forensic investigation to determine the cause of the breach, (b) the cost of providing notification of the security breach to applicable government and credit bureaus and other required entities and to individuals affected by the unauthorized acquisition and/or misuse of Personal Data; (c) providing to individuals whose Personal Data may have been accessed or acquired credit monitoring service for a period of one year or to the extent required by Law (whichever is greater) after the date on which such individuals were notified of the unauthorized access or acquisition provided such individuals elect such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year or to the extent required by law (whichever is greater) after the date on which such individuals were notified of the unauthorized access or acquisition and (f) reasonable attorney's fees and defense costs incurred by the City with respect to such data breach and notification. Notwithstanding the foregoing, Licensor shall have no responsibility to pay costs of remediation to the extent that such costs are due to willful or reckless misconduct, gross negligence, and/or fraud by the City.

9.4 Right to Seek Injunction. Notwithstanding any provision to the contrary, either Party shall have the right to seek injunctive relief as against the other Party to enforce the provisions of the Agreement.

## **10. Insurance**

10.1 Sufficient Coverage. Licensor shall obtain and maintain, at its sole expense, liability insurance sufficient to fulfill its obligations pursuant to this Agreement, and not less than set forth in this Section. Such insurance shall not be cancelled or reduced during the Term of this Agreement or for such additional period required below. Neither insurance amounts below nor actual coverage shall serve to limit Licensor's liability arising under this Agreement.

10.2 Errors and Omissions Coverage. Licensor shall obtain and maintain errors and omissions insurance sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney's fees) arising out of or in connection with the services under this Agreement by Licensor, its employees and officers and professional Licensor's Contractors. Coverage under such policy will be a minimum of Five Million Dollars (\$5,000,000) for each occurrence (if on a claims made basis, then with a 6 year extended coverage ("tail" coverage)) and Five Million Dollars (\$5,000,000) in the aggregate; provided however that if Licensor's cyber and data breach coverage is included within such policy, said cyber and data coverage shall each be not less than

the amount set forth below. Licensor shall require its insurance agent or carrier to provide thirty (30) days prior written notice to the certificate holder prior to any cancellation or termination of such insurance. If coverage is claims made, instead of occurrence basis, insurance shall include a six year "tail."

10.3 Other Coverage. Licensor shall also obtain and maintain in force at all times during the Term of this Agreement (including any extension thereof), insurance coverages pertaining to the below in not less than the following amounts:

1. Commercial General Liability (including property damage) - \$1,000,000 per occurrence and \$2,000,000 in aggregate). Public Liability insurance shall include within its coverage Licensor's indemnity obligations.
2. Automobile Liability/Combined Single Limit (hired, and non-owned autos) - \$1,000,000.
3. Workers Compensation - MA Statutory Requirements

10.4 Excess Coverage. Licensor shall also obtain and maintain in force at all times during the Term of this Agreement Excess/Umbrella Liability coverage at not less than \$2,000,000 per occurrence.

10.5 Data/Cyber Breach Coverage. Licensor shall also obtain and maintain in force at all times during the Term of this Agreement cyber and data breach coverage at not less than \$5,000,000 per occurrence; and cyber liability policy which includes internet liability and computer security and privacy liability at not less than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

10.6 Subrogation Waiver. A waiver of subrogation favoring the City shall be included in the policy(ies) for all coverage. Licensor is solely responsible for payment of deductible or retention amounts. Licensor's insurance shall be primary and non-contributory to any coverage by the City.

10.7 Additional Insured Status. Licensor shall furnish certificates of insurance coverage of the types and amounts required above, to the City prior to the execution of this Agreement in a form satisfactory to the City. The City of Worcester shall be named as an additional insured on said coverage and certificates, except for workers compensation and errors and omissions coverage in Section 10.1. The Certificate Holder shall be Purchasing Agent, City Hall, 455 Main Street, Worcester, Massachusetts 01608. Licensor shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

10.8 Not Liability Limit. Licensor's required insurance coverage set forth above shall not be construed as a limitation or waiver of any potential liability or satisfaction of Licensor's indemnification obligation.

10.9 City Self Insured. The City is self funded/self insured and shall not be required to obtain commercial insurance coverage.

## **11. Termination of Contract**

**11.1 Termination of Contract for Cause** If either Party fails to fulfill in a timely and proper manner its material obligations under this Agreement for any cause, or if either Party violates any of the terms, covenants and conditions of this Agreement, then in such event the offended Party shall have the right to terminate this Agreement after first giving written notice to the breaching Party of such termination and specifying the effective date thereof, said written notice to be given not less than thirty (30) days before the effective date of such termination. Unless the breaching Party cures within said thirty (30) days (or such longer period as the Parties may in writing agree), termination of this Agreement shall occur on the effective date without additional notice by the offended Party. In the event of such termination due to Licensor's breach of this Agreement, City shall be obligated to pay for such Project Software and/or services received and accepted, but shall not be responsible to pay termination expenses or pay for any future (e.g., all or any portion remaining in the Term) subscription, cloud fees, or services not rendered, Licensor shall refund the pro-rata portion of any pre-paid Fees, and Licensor shall be obligated to provide the transition services set forth in Section 11.4. In the event of such termination due to City's breach of this Agreement, City shall be obligated to pay for such Project Software and/or services received and accepted, but shall not be responsible to pay termination expenses or pay for any future (e.g., all or any portion remaining in the Term) subscription, cloud fees, or services not rendered. Licensor shall not be obligated to refund any Fees City paid prior to the termination (which unused prepaid funds shall however apply to the limit of liability set forth in Section 9.2). Neither Party shall be relieved of liability to the other for damages sustained as a result of negligence or breach occurring prior to the termination of this Agreement, subject to Section 9. Notwithstanding the notice period and opportunity to cure above, either Party may terminate immediately if the other Party ceases operation/business, becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**11.2 Termination for Non Appropriation.** The City may terminate this Agreement, without penalty or additional fee, after giving Licensor not less than thirty (30) days prior written notice, if it does not obtain sufficient funding for this Agreement after a good faith request. Notwithstanding the foregoing, City shall be obligated to pay for such Project Software and/or services received and accepted (but shall not be responsible to pay termination expenses or pay for any future (e.g., all or any portion remaining in the Term) subscription, cloud fees, or services). Subject to the City's rights hereunder, neither Party shall be relieved of liability to the other for damages sustained as a result of negligence or breach occurring prior to the termination of this Agreement, subject to Section 9.

**11.3 Termination for Convenience.** The City may terminate this Agreement at any time, without penalty or additional fee, by giving at least ninety (90) days notice in writing to the other. In the event of such termination, City shall be obligated to pay for such Project Software and/or services received and accepted (but shall not be responsible to pay termination expenses or pay for any future (e.g., all or any portion remaining in the Term) subscription, cloud fees, or services). Licensor shall provide the transition services set forth in Section 11.4. Subject to the rights hereunder, neither Party shall be relieved of liability to the other for damages sustained as



a result of negligence or breach occurring prior to the termination of this Agreement, subject to Section 9.

**11.4 Responsibilities in the Event of Termination.** Upon any termination of this Agreement, the City shall cease to use the Project Software and shall have no obligations to pay any Fee for any period after the date of termination, except as set forth below. Licensor shall, upon the City's request, provide reasonable cooperation and assistance as City may request to support an orderly transition to another provider of similar software, services, or to City's internal operations. Further, within thirty (30) calendar days following the later of termination of this Agreement or the expiration of the cooperation and assistance referenced above, at no cost to City, Licensor shall return to City (at the City's option) the original and all copies of City Data, and destroy all copies of City Data in Licensor's possession after delivery of such Data to City. Destruction shall be in a manner that such data cannot be read, executed, viewed or in any way accessed when destroyed. Licensor shall further require that Licensor's Contractors in possession of City Data, delete all City Data at the termination of the Agreement. Within thirty (30) calendar days thereafter, Licensor shall provide City written certification that all City Data has been so deleted.

## **12. MISCELLANEOUS**

**12.1. Successors and Assignments.** The City and Licensor each bind itself, its partners, successors, legal representatives and assigns of such other Party in respect to all covenants of this Agreement.

### **12.2. Contractors, Subcontracting, Successors & Assignments**

Licensor shall not engage subcontractors or consultants to perform any part of its services or obligations under this Agreement (directly or indirectly) without the prior written consent of the City. The written consent shall not in any way relieve Licensor from its obligations and duties set forth in the Agreement.

Neither Party may assign the Agreement, or any portion thereof, without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. The Agreement shall be binding on each Party's permitted assignee. If Licensor assigns this Agreement to any subsidiary or affiliate, Licensor shall nevertheless retain responsibility for all liabilities and obligations set forth in this Agreement. Licensor and assignee shall provide the City written confirmation of such assignment and assignees financial capacity to meet said obligations in a written form acceptable to the City. Notwithstanding the foregoing, Licensor may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets without having to obtain the City's consent, provided that it promptly informs the City of the transfer, provides contact information for the assignee, as well as evidence reasonably acceptable to the City of the assignee's capacity to satisfy the obligations of this Agreement, and further provided that the assignee accepts in writing in a form reasonably acceptable to the City all the rights, duties and obligations of the Licensor..

12.3. Records. Licensor shall maintain records with respect to all matters covered by this Agreement for a period of six (6) years from the date of receipt of final payment under this Agreement.

12.4. Independent Contractor. Licensor is an independent contractor and not an employee of the City.

12.5 Discrimination Prohibited

A. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

B. No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from the contract. Licensor shall comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

12.6. Compliance with Laws. In the performance of this Agreement, each Party shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and all administrative.

12.7 Conflict of Interest. Licensor certifies that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer anything of any value to any employee of the City in connection with this Agreement. Licensor further certifies that no employee of the city of Worcester, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Licensor, and that no employees of the City have or will have a direct or indirect financial interest in this Agreement. Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages the City may have against Licensor resulting from Licensor's violation of the terms of this section.

12.8 Certifications Required by Law. Licensor, by executing this document, certifies the following:

(a) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement;

(b) that no consultant to or subcontractor for Licensor has given, offered or agreed to give any gift, contribution or offer of employment to Licensor, or to any other person, corporation, or

entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by Licensor;

(c) that no person, corporation or other entity, other than a bona fide full time employee of Licensor, has been retained or hired by Licensor to solicit for or in any way assist Licensor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to Licensor; and

(d) with respect to contracts which exceed ten thousand dollars or which are for the design of a building for which the budgeted or estimated construction costs exceed one hundred thousand dollars, that Licensor has internal accounting controls as required by subsection (c) of thirty-nine R of chapter thirty of the General Laws and that Licensor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

(e) that Licensor, and any consultant to or subcontractor for Licensor, represents, warrants and certifies that it has complied with all laws of the commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the city of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. Licensor, and any consultant to or subcontractor for Licensor, further represents, warrants and certifies that it will remain in such compliance during the Term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this contract pursuant to Section 11(A) and take any other action authorized by law to collect any amounts due the City.

12.9 Applicable Law. The laws of the commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement, without giving effect to its provisions regarding choice of laws. Any suit brought hereunder shall be brought in the state or federal courts sitting in Worcester County, Massachusetts, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each Party agrees that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Massachusetts law. In no event does the City waive any of the applicable protections granted it by federal or Massachusetts law, including but not limited to G.L. c. 258.

12.10 Notices. Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, or overnight mail by a nationally recognized carrier, and addressed to the City at the City Manager, Room 306, City Hall, Worcester, Massachusetts 01608 and addressed to Licensor at the address appearing in the first paragraph of page 1 of this Agreement. Either Party may update its address by providing prior written notice to the other.

12.11 No Third Party Beneficiary. This Agreement is by and between the Parties that have executed it. The Parties state that the Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person, including but not limited any third party identified herein. To the fullest extent allowed by law, and notwithstanding any provision to the contrary, this Agreement is not intended to confer third party beneficiary status on any person.

12.12 Severability. If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.



12.13. Headings. The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

12.14 Amendments. This Agreement may be amended or modified only by a written amendment hereto duly executed by the Parties.

12.15 Exhibits. Exhibits referenced herein are hereby incorporated and made a part of this Agreement.

12.16. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements, representations, proposals and undertakings of the Parties. This Agreement may only be modified or amended in a writing executed by both Parties. Any additional or contrary terms or conditions contained in any invoice, proposal, purchase order, order form or other document issued by either Party shall be null and void unless expressly agreed to in a written amendment to this Agreement. In the event of a conflict between any exhibit and the terms and conditions of this Agreement, Agreement shall control. Additionally, to the extent the Licensor's documentation, work order and/or any third party terms are inconsistent with this Agreement, the terms of this Agreement shall control.

12.17 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

*[Remainder of page intentionally blank/signature lines to follow]*

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

**RECOMMENDED:**

**PRIME GOVERNMENT SOLUTIONS, INC.**

\_\_\_\_\_  
Nikolin Vangjeli, City Clerk

  
\_\_\_\_\_  
Sherif Agib  
President

\_\_\_\_\_  
Christopher Gagliastro, Purchasing Director

Approved as to Form:

**CITY OF WORCESTER**

\_\_\_\_\_  
Karen A. Meyer  
Assistant City Solicitor

\_\_\_\_\_  
Eric D. Batista  
Acting City Manager

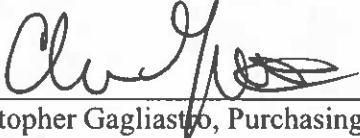
I certify that funds are available in Account No. \_\_\_\_\_

\_\_\_\_\_  
Budget Analyst, Department of Administration and Finance


IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED:

  
Nikolin Vangjeli, City Clerk

  
Christopher Gagliastro, Purchasing Director

PRIME GOVERNMENT SOLUTIONS, INC.

  
Sherif Agib Dec 15, 2022  
President

Approved as to Form:

 12/20/22  
Karen A. Meyer  
Assistant City Solicitor

CITY OF WORCESTER

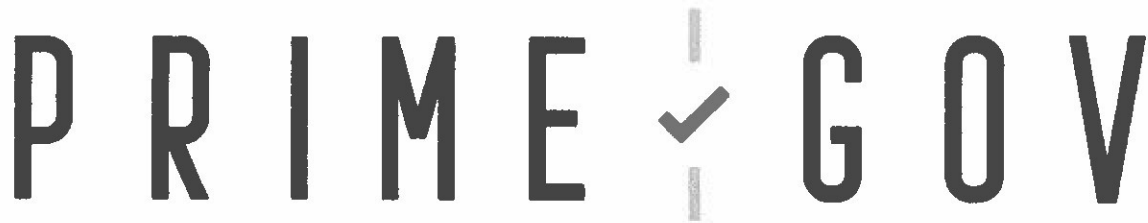
  
Eric D. Batista  
Acting City Manager

I certify that funds are available in Account No. 04544613 - Funding through 12/31/2024  
  
Budget Analyst, Department of Administration and Finance



**EXHIBIT A**  
**SCOPE OF SERVICES**

In addition to the Project Software and services required by the RFP and set forth in the Proposal, Licensor shall perform the following:



**PrimeGov**  
**Legislative Management Solution**  
**Statement of Work**

City of Worcester  
455 Main Street  
Worcester, MA 01608

**Customer Contact:**

Nikolin Vangjeli  
City Clerk  
508-799-1121  
VangjeliN@worcesterma.gov

**PrimeGov Contact:**

Michelle Cooper  
Director of Sales  
MCooper@rocksolid.com  
469-250-2733

**Effective Date:**

12/13/2022



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Prime Government Solutions | 4250 Drinkwater Blvd. Suite 300 | Scottsdale AZ 85251 | 1-833-634-6349

## Letter of Introduction

Dear Niko,

Thank you for choosing to partner with PrimeGov on your legislative management solution. Our software has been designed to facilitate every step of the legislative process: from committee appointments to agenda management, virtual council meetings, minutes annotation, and live and archived video streaming. We pride ourselves on ensuring a seamless, cloud-based product that allows you to switch between tasks quickly and effortlessly in a single interface.

While PrimeGov is a smaller company, our team is the most experienced in the industry. Our leadership founded and ran market-leading legislative management solutions for over a decade, and we came together to address the frustration voiced by city and county clerks, regarding the lack of innovation and support they received from their existing products.

At PrimeGov, we are committed to being the number one provider in the legislative management space for local government, and to do that we commit to:

- Exclusively focus on municipal clerks and their technology needs.
- Customer support that proactively ensure our clients are successful. This starts with being available and responsive to our customers, but it also means we are accountable for results.
- Provide comprehensive and seamless cloud-based software. We want to automate your entire legislative process without clunky handoffs between different software applications and interfaces. We also ensure business continuity by allowing our customers to run their entire legislative processes from any location and device.

The world is changing faster than ever, and uncertainty about our future is at an all-time high. As a result, local government operations must transform, including changing the way public/ legislative meetings are held. Our solution is 100% cloud-based, including live meeting management tools usable on any device from any location to enable virtual meetings.

The entire PrimeGov team is excited to guide you through a seamless transition from your existing legislative management tools and processes into our cloud-based platform. We look forward to being your long-term partner and supporting your every need throughout the process.

Most Sincerely,  
Michelle Cooper, Director of Sales

## Project Assessment

At PrimeGov, we take pride in fully understanding your project and your needs before we begin to work. During the sales process, we have noted that the PrimeGov solution outlined below will fulfill the clients' legislative management software needs.

Worcester's project implementation will be a staged approach, prioritizing Agenda Automation.

## Product Modules

The following PrimeGov modules **are included** in this proposal:

- Agenda Automation
- Meeting Management
  - Electronic Voting
- Video Streaming
- Committee Management
- Community Engagement
- Open API
- Streamline (Public Notices & Pending Items)
- Data Migration

## Client Needs

The PrimeGov solution outlined in Product Modules above will apply to the following:

Agenda Automation	
# of Committees	
# of Meeting Types	
Meeting Management	
# of Committees	
# of Meeting Types	
# of Voting Members	
Committee Management	
# of Committees	

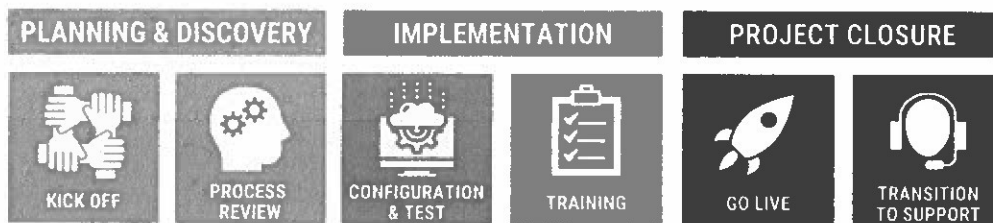
## Pricing

The PrimeGov Legislative Management platform is a single hosted solution that we can partition into separate modules when clients are looking to start with specific functions only. Should you decided to add services in the future you never have to worry about integration or data migration issues because all modules share the same database.

## Projected Timeline and Stages

This Statement of Work (“SOW”) is intended to communicate our understanding of the project and all the deliverables that relate to it. A clear understanding of the project is the key to everyone’s success, and we do not assume any additional products or services will be delivered except those described in this SOW. If new requirements are discovered or additional products and/or services beyond those outlined in this SOW are required, such changes shall require a formal amendment to this Agreement which shall only be effective once signed by authorized representatives of both Parties.

### PrimeGov Implementation Stages



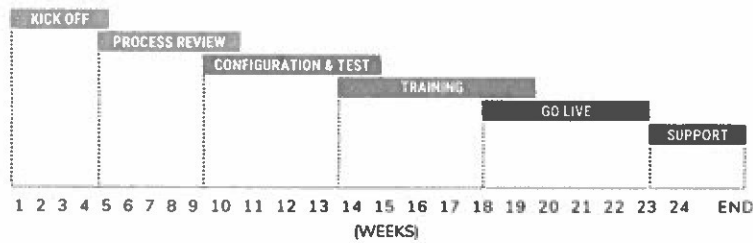
A project that follows the scope of work described in this document will consist of three distinct stages:

1. Planning & Discovery
  - Kick Off
  - Process Review
2. Implementation
  - Configuration & Test
  - Training
3. Project Closure
  - Go Live
  - Transition to Support



## Projected Timeline

The expected duration of a standard project plan, without any changes, is 16-24 weeks. The general timeline would follow the example below:



**Sample Timeline**

## Overview of Deliverables

Deliverable Category	Deliverable Name
Project Management	Kick-Off Meeting
	Project Management Plan
	Project Schedule
	Weekly Status Meeting Notes
	Monthly Progress Report or Meeting
Design	Infrastructure Design
	User Interface Design
	Data Migration Design
	Full Functionality & Workflow Design
	Preliminary Design Review Meeting
Software Installation & Configuration	
Testing	Test Management Plan
	Functional and Non-Functional Testing
	Test Cases

	End-to-End Testing
	User Acceptance Testing
	Performance Test Report
Data Conversion/Migration	Conversion/Migration Plan
	Data Conversion Report
	Document Migration Report
Training	Training Plan
	Instructional Design Plan
	End User Training
	End User Manuals
	Application Administration Training
	System & Application Administrator Manuals
Implementation	Project Implementation Plan
	"Run Book" or Knowledge Transfer Us Manual
	Post Implementation Report
Stabilization	
Maintenance/Ongoing Support	Operations and Maintenance (O&M) PI
	Service Level Agreements (Primary an Third-Party applications)
	Help Desk Reports
Project Close-Out	Transition Plan
	Final Project Report

## Data Migration

PrimeGov will work with the City to establish the scope of migration which varies based on pre-determined volume of data and current systems. The migration tool is able to access your data (read-only) to pull it from your current system and bring it into the PrimeGov system. We conduct each migration with three stages followed by a validation period. The data and stages of migration are set forth at <http://www.worcesterma.gov/city-clerk/public-meetings/agendas-minutes> and include, for example, meeting records, video uploads and metadata/attachments.

The stages of data migration are:

- Data configuration and information template (Agendas, Minutes and Videos of City Council, Boards and Commissions and other related meetings.)
- Data subsets for testing
- Testing Plan

The estimated number of meetings to be migrated (by City board or department) are set forth below:

<b>CITY COUNCIL</b>	<b>count(*) estimate</b>
City Council	911
<b>CITY COUNCIL STANDING COMMITTEE</b>	<b>count(*) estimate</b>
Economic Development	213
Education	47
Finance	70
Joint	15
Municipal and Legislative Operations	33
Municipal Operations	129
Public Health and Human Services	136
Public Safety	95
Public Service and Transportation	82
Public Works	263
Rules and Legislative Affairs	17
Traffic and Parking	223
Urban Technologies, Innovation and Environment	15
Veterans' and Military Affairs	18
Veterans' Memorials, Parks and Recreation	8
Youth, Parks and Recreation	66
<b>BOARD AND COMMISSION</b>	<b>count(*) estimate</b>
Accessibility Advisory Commission	55
Board of Election Commissioners	91
Board of Health	61
Cable Television Advisory Committee	11
Citizen Advisory Council	36

Civic Center Commission	46
Commission for the Preservation of Historic Artifacts, Relics and Military Memorials	1
Commission on Elder Affairs	41
Community Development Advisory Committee	39
Conservation Commission	120
Diversity and Inclusion Advisory Committee	30
GAR Memorial Hall Board of Trustees	14
Historical Commission	164
Hope Cemetery Commission	13
Human Rights Commission	59
License Commission	160
Memorial Auditorium Board of Trustees	6
Off-Street Parking Board	6
Parks and Recreation Commission	51
Planning Board	126
Status of Women Advisory Committee	58
Trust Funds Commission	13
Worcester Arts Council	90
Worcester Ballpark Commission	1
Worcester Public Library Board	44
Worcester Redevelopment Authority	69
Zoning Board of Appeals	112
Public Schools and Committees	200
Public Library and Committees	80

For clarity, Video and Audio Data Migration is also included  
<http://www.worcesterma.gov/city-clerk/public-meetings/agendas-minutes>)

CITY COUNCIL	count(*)
City Council	521
STANDING COMMITTEE	count(*)
Economic Development	131
Education	15
Finance	61
Joint	10
Municipal and Legislative Operations	16
Municipal Operations	53
Public Health and Human Services	72
Public Safety	42
Public Service and Transportation	40
Public Works	127
Rules and Legislative Affairs	14
Traffic and Parking	133
Urban Technologies, Innovation and Environment	8



Veterans' and Military Affairs	15
Veterans' Memorials, Parks and Recreation	5
Youth, Parks and Recreation	31
BOARD AND COMMISSION	count(*)
Accessibility Advisory Commission	55
Board of Election Commissioners	91
Board of Health	61
Cable Television Advisory Committee	11
Citizen Advisory Council	36
Civic Center Commission	46
Commission for the Preservation of Historic Artifacts, Relics and Military Memorials	1
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Off-Street Parking Board	6
Parks and Recreation Commission	51
Planning Board	126
Status of Women Advisory Committee	58
Trust Funds Commission	13
Worcester Arts Council	90
Worcester Ballpark Commission	1
Worcester Public Library Board	44
Worcester Redevelopment Authority	69
Zoning Board of Appeals	112
Public Schools and Committees	100

Additionally:

1. PrimeGov shall set up/create and house each of the City's Boards and Commissions' agendas and minutes, as well as the City's Standing Committees and City Council. Each liaison for every board and commission shall be provided their own log in credentials to the program to maintain their own responsible boards/commissions. Each board and/or commission shall also have their own workflows.
  - a. City Council
  - b. City Council - Standing Committees
    - i. AD HOC

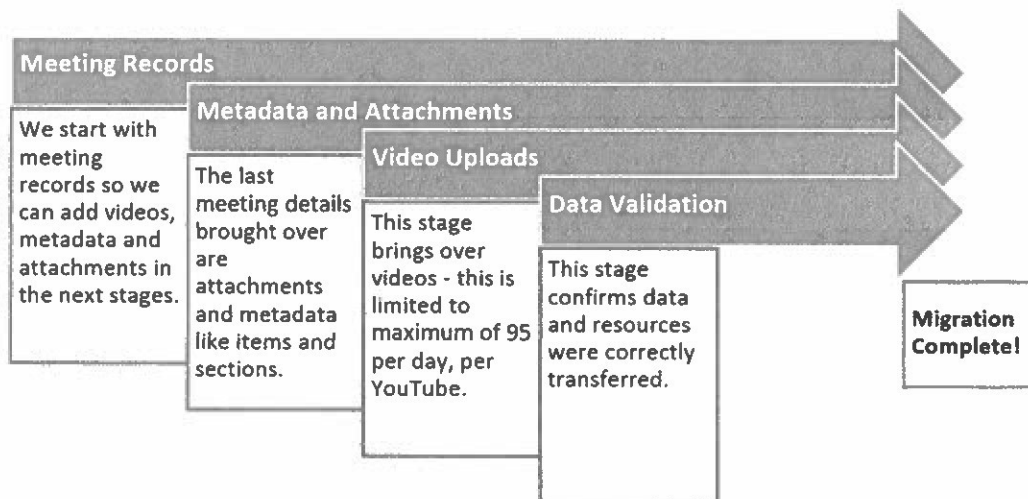
- ii. Economic Development
- iii. Education
- iv. Finance
- v. Joint
- vi. Municipal and Legislative Operations
- vii. Public Health and Human Services
- viii. Public Safety
- ix. Public Service and Transportation
- x. Public Works
- xi. Traffic and Parking
- xii. Urban Technologies, Innovation and Environment
- xiii. Veterans' Memorials, Parks and Recreation
- xiv. Discontinued
- c. Boards & Commissions
  - i. Board of Election Commissioners
  - ii. Board of Health
  - iii. Cable Television Advisory Committee
  - iv. Citizen Advisory Council
  - v. Civic Center Commission
  - vi. Commission for the Preservation of Historic Artifacts, Relics and Military Memorials
  - vii. Commission on Elder Affairs
  - viii. Community Development Advisory Committee
  - ix. Conservation Commission
  - x. Diversity and Inclusion Advisory Committee
  - xi. Green Worcester Advisory Committee
  - xii. Historical Commission
  - xiii. Hope Cemetery Commission
  - xiv. Human Rights Commission
  - xv. License Commission
  - xvi. Off-Street Parking Board
  - xvii. Other Post-Employment Benefits (OPEB) Liability Trust Fund
  - xviii. Parks and Recreation Commission
  - xix. Planning Board
  - xx. Retirement Board
  - xxi. Status of Women Advisory Committee
  - xxii. Trust Funds Commission
  - xxiii. Worcester Arts Council
  - xxiv. Worcester Ballpark Commission
  - xxv. Worcester Housing Authority
  - xxvi. Worcester Redevelopment Authority
  - xxvii. Worcester Redevelopment Authority Citizen Advisory Committee
  - xxviii. Zoning Board of Appeals
  - xxix. Discontinued
- d. Committees & Groups

- i. Building Futures, Inc. Board of Directors
  - ii. Central MA Metropolitan Planning Organization
  - iii. Central MA Regional Planning Commission
  - iv. Chapter 139 Hearing
  - v. City Manager's Advisory Committee on Youth
  - vi. City Manager's Energy Task Force
  - vii. Coalition Against Bias and Hate
  - viii. Community Development Block Grant Public Hearings
  - ix. Designer Selection Board
  - x. Lake Quinsigamond Commission
  - xi. Local Emergency Planning Committee
  - xii. Senior Center Committee
  - xiii. Upper Blackstone Clean Water
  - xiv. Worcester Regional Transit Authority Advisory Board
  - xv. Worcester Retirement Board Finance Committee
  - xvi. WRTA Transportation Planning Advisory Group
  - e. Public Library
    - i. AD HOC
    - ii. Board of Directors
    - iii. Buildings and Grounds Committee
    - iv. Committee on Administration
    - v. Committee on Library Materials
    - vi. Community Services Committee
    - vii. District Task Force
    - viii. Executive Committee
    - ix. Finance Committee
    - x. Joint
    - xi. Marketing Committee
    - xii. Search Committee
  - f. Public Schools
    - i. Abby Kelley Foster Charter School Board of Trustees
    - ii. Abby Kelley Foster Charter School Education Committee
    - iii. Abby Kelley Foster Charter School Facilities and Finance Committee
    - iv. AD HOC
    - v. School Committee
    - vi. Spirit of Knowledge Charter Public School Board of Trustees
    - vii. Standing Committee on Accountability and Student Performance
    - viii. Standing Committee on Finance and Operations
    - ix. Standing Committee on Governance and Employee Issues
    - x. Standing Committee on Teaching, Learning and Student Supports
2. Prime Gov shall create agenda/minute specific templates and workflows tailored for City Council / Committee Meetings and School Committee / Committees Meetings as well standardized templates for Board and Commissions.

3. The Boards and Commissions database must be able to provide instant reports relative to the composition and demographics of the City's various boards and commissions, including information pertaining to their gender, race, veteran status, disability status, address and city district of residence. The database must be able to differentiate between applicants and confirmed appointed persons.
4. The Program must be able to create, in concept, a "Unique ID," that link items that are related to one another on various agendas (i.e. a singular search phrase that shows when an item appears first as a petition, then as subsequent items such as a committee report, ordinance, etc.) (see separate workflow attachments for more information)
5. The Program must be able to color code item actions, so as to make clear workflow distinctions (i.e. red color for items where the workflow has been completed and green color for items where the workflow is still in progress)
6. The Program must be able to create "jackets" from agenda items. The City uses these jackets as a cover to fold items brought before City Council into thirds to prepare them for physical, permanent housing. Jackets should not be included in the backup of City Council items and only appear for printing purposes.
7. The Program shall have the ability to make the City's entire agenda process automated, including the use of automatic text replacement shortcuts, including but not limited to the following:
  - a. Format a listed dollar amount into text
    - i. Current program starts a finance request text.
      1. User enters amount and tabs to have auto text created.
      2. A text template is created that includes the amount entered as a formatted dollar amount and spelled out in long format, as well as placeholders for the account numbers and account names The user enters the account information and a description of the reason for the request.
    - ii. Adding names of City Councilors and/or Standing Committees that propose an Order
      1. City Clerk may select one or more councilors or committees from list of current councilors and committees to include at the end of the agenda item text in parenthesis.
    - iii. Committee agenda items may be forwarded from a City Council to a council agenda as "Report of Committee ..." The new item is automatically prefaced with a text template.
8. Program must be able to make separate and distinct item types that are able to be added to a singular item or "stacked" on top of one other, including but not limited to Chairman's Orders, Chairman's Resolutions, Communications, Communications of the City Manager, Orders, Petitions, Reports of the Committees, Resolutions, Loan Orders, etc.



9. Program must be able to automatically generate the City Clerk's signature on the various item types it creates, so as to endorse the actions taken by the public bodies on certain items.
10. The Program must have the capacity so that two separate and distinct agendas (i.e. a "City Council" and "City Manager" agenda) may be published separately and then later combined and presented as a single packet. City Council and City Manager agendas should not be able to be viewed by the other department until publishing is completed.
11. The Program must have the ability to re-create or provide a satisfactory replacement for the multiple system workflows that are currently used to track where each City Council and City Manager item are in the legislative process. The two major workflows the City currently utilizes and requires are summarized as:
  - a. **Orders Workflow:** Within the "Orders" workflow, the City Clerk's Office currently checks off a button to send any given item to the City Manager's office, who in turn are able to assign the item to a department head, who prepares a response and brings the item back before City Council after review. There are a large number of staff members that could touch and weigh in on any given item, which will then need to go through an approval process before being added to the City Manager's agenda.
  - b. **Committee Pending List Workflow:** The "Committees Pending List" workflow is an *essential* aspect of City Clerk operations. Currently the City operates with about ten Standing Committees, each with items that have been referred to them by City Council and have their own meetings based entire on those referred items. The current program refers an agenda item in the post-meeting to a pending list, viewable on the City's website, and then tracks those items automatically until the item is heard by the Committee and recommended back to Council. An item may be held at any given meeting, and is automatically returned to the pending list. For more information on this topic, please view item workflow chart in the RFP. PrimeGov shall provide all management functions within the City Council's standing committees.
12. The Program shall have the ability to replicate all attached processes used by both the City Manager and City Clerk Offices within the current program.
13. PrimeGov shall provide useful functions during meeting management, including but not limited to the use of electronic member voting, in real time and/or after a meeting has taken place.
14. PrimeGov shall allow and facilitate the use of an open API.



### Project Objectives & Preliminary Scope

PrimeGov's legislative management software provides an end-to-end solution designed to provide the necessary tools for effective and transparent creation of meeting content.

The solution consists of the software and services detailed below.

**Agenda Automation** allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the staff, public, council members, and more.

#### Customer agrees to:

- Complete On-Boarding Assessment including:
  - Documentation of Item Types
  - Documentation of Meeting Types for each meeting body
  - Documentation of the proposed meeting schedule for each meeting body
  - Produce and share full Word samples including numbering, font, size, and other formatting details for each meeting body:
    - Agenda
    - Packet
    - Notice of Cancellation
- Identify sections and items included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed meeting document templates
- Complete Agenda Training subject to Section 6.2 of the Agreement and in a form and subject to procedures otherwise acceptable to the Customer.
- Complete User Acceptance Testing
- Conduct end-user training
- Review and Sign off Agenda configuration

PrimeGov agrees to:

- Review and configure meeting types (e.g., regular, special, and workshop) that are provided as part of the on-boarding assessment including:
  - Agenda
  - Minutes
  - Packet
  - Notice of Cancellation
- Review and configure item types
- Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end-to-end agenda testing
- Deliver full document set per meeting with the proposed layout and design
- Provide agenda training

**Agenda Automation: Forms/Workflow** allows for the automation of the item submission process in the Agenda Automation module. This will enable users to ensure items are reviewed electronically and that users can always know where an item is at in the process. Workflow allows for linear routing of an item with its supporting materials on its journey to an agenda. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end-to-end electronic process.

Following is an example of the Agenda Item Approval Workflow:

- |                            |                           |
|----------------------------|---------------------------|
| 1. Create document         | 7. Department Head review |
| 2. Create item             | 8. Legal review           |
| 3. Add item to the meeting | 9. Finance review         |
| 4. Attach documents        | 10. City Manager review   |
| 5. Originator review       | 11. City Clerk review     |
| 6. Peer review             | 12. Approve on agenda     |

Customer agrees to:

- Complete on-boarding assessment including:
- Documentation of the workflow process
  - Form to initiate a submission
  - Notification Emails
  - Workflow Steps
  - Identification of originators
  - Identification of Review Group
  - Identification of Review Users
  - Staff Report (cover page)
  - Word sample
- Identify a decision maker and lead procedural discussions regarding the item approval process.
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed item approval

workflow.

- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed form and staff report document.
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete workflow training.
- Complete user acceptance testing.
- Conduct workflow end user training.
- Review and sign-off on workflow configuration.

PrimeGov agrees to:

- Review and configure workflows provided as part of the on-boarding assessment including:
  - Workflow Design
  - Notification Emails
  - Workflow Configuration
- Review and configure item submission forms with accompanying staff report that is provided as part of the on-boarding assessment including:
  - HTML form design
  - Staff report Word document content controls
- Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end-to-end workflow and forms testing
- Provide workflow training

**Meeting Management** allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The PrimeGov real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

Customer agrees to:

- Complete On-Boarding Assessment including:
  - Documentation of Motion Types
  - Documentation of Motion Type configuration
  - Minutes
  - Motion template



- Action template

- Vote result template
- Produce and share complete Word samples including numbering, font, size and other formatting details for each meeting body:
  - Minutes
- Identify sections and items to be included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed minute templates
- Complete Minutes Training

**PrimeGov agrees to:**

- Review and configure Meeting Types (e.g., Regular, Special, and Workshop) that are provided as part of the on-boarding assessment including:
  - Minutes
- Review and configure:
  - Motion Types
  - Motion Type configuration
  - Motion template
  - Action template
  - Vote Result template
- Deliver complete document set per meeting with the proposed layout and design
- Provide Minutes training

**Member Voting** provides a means for members to record their vote during a meeting within Meeting Management and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Member Voting solution also provides a more automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.

**Customer agrees to:**

- Complete On-Boarding Assessment including:
  - Motion Types
  - Roles
  - Voting options
  - Public Comment
  - Request to Speak
- Complete Member Voting training
- Perform a Mock Meeting or other User Acceptance Testing
- Review and sign off on Member Voting configuration

PrimeGov agrees to:

- Configure and review Voting for the Meeting Types, including:
  - Motion Types
  - Roles
  - Voting Options
  - Speaker Management
- Provide Member Voting training

**Video** provides high-quality live stream and on-demand audio and/or video of your meetings. The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

Customer agrees to:

- Complete on-boarding assessment, including:
  - YouTube account configured for embedded live streaming
  - Complete Installation of Encoder
  - Provide HDMI or SDI Video Feed
  - Provide HDMI or Analog Audio
  - Provide Network connection
  - RJ-45 Ethernet
  - Static IP Address
  - Gateway
  - DNS
- Complete Video training
- Review and sign off on Video configuration

PrimeGov agrees to:

- Provide Video Installation Configuration Guide
- Configure PrimeGov API/Google AUTH/Zoom
- Perform a video streaming test
- Provide Video training

**Committee Management** allows staff to easily add and edit committees, members, positions, and terms. The public portal allows for automated application and appointment management through internal workflows built within the PrimeGov system. In one succinct view, a user can take care of all committee tasks efficiently and effectively. Committee Management makes it easy to create initial and subsequent terms quickly, and even split terms if a seat becomes vacant mid-term. Also included are vacancy reports, expiring seats reports, and expiring training reports.

Customer agrees to:

- Complete On-Boarding Assessment including:
  - Documentation of Committees, Active Positions and Members
  - Documentation of Current Terms (Start Date/End Date), Nominating and Appointing Entities

- Documentation of Training Types
- Documentation of Application Management workflow process:
  - Position Application Form to initiate a submission
  - Workflow Steps
  - Identification of Review Users & Groups
  - Notification Emails
- Complete User Acceptance Testing
- Review and Sign off Committee Management configuration
- Complete Committee Management training

PrimeGov agrees to:

- Review and Configure Committees that are provided as part of the on-boarding assessment including:
  - Boards and Commissions, Active Positions, and Active Members
  - Current Terms, Nominating and Appointing Entities
- Configure a Committee Management public portal to allow for public display of committee information and acceptance of applications for advertised positions
- Review and discuss modifications required to accommodate PrimeGov best practices, existing functionality, and consistency of the proposed Committee Management.
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Configure up to one (1) Position Application Form for vacant position applications.
- Configure up to one (1) Application Workflow to support the stages of the application lifecycle.
- Complete end to end Committee Management testing.
- Provide Committee Management training.

## Global Software and Services Offerings

**PrimeGov Public Portal** can be integrated directly within the Customer's website providing a seamless look and feel. Constituents can search for and view meeting materials, and video. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, speakers, and video specific to the item. An internal portal can also be used if the Customer would like to publish meeting documentation internally before it being made available to the public.

Customer agrees to:

- Provide technical resources required for integration on the Customer website and

is responsible for end-user support of website.

- 

PrimeGov agrees to:

- Review and configure Public Portal

**PrimeGov Historical Import (Conversion)** PrimeGov will import historical data utilization of a utility that has been specifically developed for the conversion process.

Customer agrees to:

- Complete On-Boarding Assessment including:
  - Identification of Content
  - Identification of the location of data and supporting files
- Provide access to data and supporting files for import
- Provide media files in MP4 video format
- Provide a clear and understandable naming convention to identify files and their location
- Customer Acceptance Testing subject to Section 6.2 of the Agreement and in a form and subject to procedures otherwise acceptable to the Customer.
- Review and sign off on Historical Import results

PrimeGov agrees to:

- Import of up all historic documents for meeting types identified as part of PrimeGov Agenda Automation implementation, including but not limited to:
  - Agendas
  - Minutes
  - Packets
- Provide a Conversion report outlining successful import counts and identification of failed record imports.
- Complete import and delta import of data after initial import.

**PrimeGov Administration** allows users and administrators access to the PrimeGov platform from any location with access to an internet connection. All system settings and security are managed and administered from the PrimeGov administrative platform.

Customer agrees to:

- Complete On-Boarding Assessment including:
  - Identities/Users
  - Roles
  - Department Heads
  - Security and Permissions
  - Departments
  - Email Settings
- Customer Acceptance Testing
- Complete PrimeGov Administrator Training
- Review and sign off on Administration



#### PrimeGov agrees to:

- Deploy a Cloud Production Environment instance including:
  - Software Suite outlined above
  - Identities/User
  - Email Address
  - First Name
  - Last Name
  - Department
  - Title
  - Roles
  - Administrator
  - General Customer Staff
  - Committee
  - Members
  - Departments
  - Department Heads
  - Security and Permissions
  - Email Settings
- Provide PrimeGov Administrator Training

**PrimeGov Reporting** The PrimeGov reporting engine allows users to configure reports on any data stored in the system. Users can create “views” using system tools then use those views to create their own report. Standard reports are also provided and include:

- Committee Member Reports
- Committee Vacancy Reports
- Vote Records
- Attendance Records
- Audit Reports (login, adds, deletes, etc.)
- Usage Reports (Items Submitted, Items Approved, Review Time)

All reports can be exported to (PDF, CSV, and Excel). Users can filter and re-run standard reports or save them.

**PrimeGov API** The PrimeGov Legislative Management Suite is driven by Restful Web Services. This allows virtually anyone (other software vendors, open data developers) the Client allows to consume the data available in the system. Access is controlled by the Client and the available “datasets” are published by the Client, just like publishing an agenda.

#### Customization and Development

PrimeGov offers many integration opportunities and other development to accommodate specific requests or enhancements. While all enhancements are driven by customer demand, the option exists for the customer to purchase custom development.

Customization and Development is not included in this Project Scope.

#### General Project Requirements

The following are the general project requirements based upon the processes described above for this PrimeGov implementation.

Customer agrees to:

- Commit a Project lead and relevant Subject Matter Experts, as needed for successful project delivery.
- Lead development or procedural discussions, produce end-user training documentation, and conduct end-user training sessions, as needed.
- Provide technical resources required for video streaming
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete Training assigned
- Complete User Acceptance Testing
- Provide feedback and sign off all phases of the project
- Ensure local infrastructure complies with published minimum requirements.
- Provide resources required to use remote sharing software for meetings such as GoToMeeting or Microsoft Teams

PrimeGov agrees to:

- Commit a project lead and other subject matter experts, as needed for successful project delivery
- Implementation tasks are estimates until the completion of the Gap analysis. After completion of the Gap analysis, PrimeGov and Customer will review the Implementation project requirements, including but not limited to Future State process designs, work effort estimates, timelines, and software, and execute a Change Order Authorization as appropriate.
- Testing and Deployment of Software Upgrades and Patches
- Review and Demonstration of the entire solution in PrimeGov as a refresher of system features and including the approval process.

PrimeGov will perform a gap analysis with Customer at each step to clarify and confirm the agenda management processes and PrimeGov best practices and functionality. If the customer requests changes to the standard offering those requests will likely impact the work effort estimated within this SOW resulting in further analysis and discussions, and possibly a Change Order and/or additional software development.

PrimeGov will be responsible for the following project management tasks:

- Project Tracking
- Weekly Status Calls
- Regular remote share working sessions
- Issue resolution portal for tracking of issues identified as issues, defects, feature requests, and bugs.
- Review and configuration of user and role permissions within the PrimeGov Solution
- PrimeGov will perform testing of the software functionality and provide support

- during customer user acceptance testing before production.
- Training will be provided to those individuals identified as testers for successful User Acceptance Testing

## Complete User Acceptance Testing

Notwithstanding any provision to the contrary, all User Acceptance Testing shall be conducted subject to Section 6.2 of the Agreement and in a form otherwise acceptable to the Customer.

## **EXHIBIT B SCHEDULE**

Licensor shall comply with the following schedule

The expected duration of implementation of the Project is 24 - 32 weeks.

### **SCOPE AND TIMELINE**

Week 0: Agreement signature date

Week 1: Licensor Project Team Assigned & Welcome Letter sent to City

Weeks 2-3: Kick-off Call with City Team & Licensor Implementation Team

Weeks 3-8: Project Design & Discovery

Weeks 6-11: Data Migration

Weeks 8-18: Agenda, Workflow, Live Meeting, Streamline & Video Streaming Configuration & Testing

Weeks 14-20: Licensor Solution Training

Weeks 18-22: Open API Training & Configuration

Weeks 21-28: Boards & Commissions Module Configuration & Training

Weeks 28-30: City and Licensor Soft Launch

Weeks 30-32: City and Licensor Go Live

**EXHIBIT C**  
**FEE BREAKDOWN**  
**(LICENSOR's PRICE PROPOSAL)**

The City shall pay Licensor for the Project Software and services:

<b>Solution</b>	<b>Investment</b>
Agenda Automation	\$10,838
Meeting Management	\$8,128
Member Voting	\$4,335
Video Streaming	\$5,419
Committee Management	\$7,586
Community Engagement	\$4,000
Open API	\$5,000
Streamline (Public Notices & Pending Items)	\$2,000
<b>Annual Cost</b>	<b>\$47,306</b>
Data Migration (Up to 2 years of content)	Included
Additional Data Migration	\$35,137
5 Standard Encoders (\$2,000 each)	\$10,000
Standard Implementation	\$8,000
RFP Discount	-\$7,000
<b>One-time Cost</b>	<b>\$46,137</b>
○ <b>Total First Year Cost</b>	○ <b>\$93,443</b>
○ Subsequent Years	○ \$47,306.00 + 5% Annual Increase



## **EXHIBIT D**

### **Service Level Agreement**

This Support Services Agreement describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported. For this purpose of this Exhibit “Customer” shall mean the “City” and “PrimeGov”, “we” or “us” shall mean “Licensor”.

1. **Service Uptime Target.** PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days’ notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) to 03:00 a.m. Mountain Time on Friday. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification is provided to the Customer within the minimum two (2) business day period.
2. **Reporting an Issue.**
  - a. **Contact Details.** At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
    - i. Entering a ticket in the help desk system at [support.primegov.com](https://support.primegov.com).
    - ii. E-mailing the Customer Success team directly at [support@primegov.com](mailto:support@primegov.com).
    - iii. Calling the Customer Success team at 1-833-634-6349.
  - b. **Hours of Coverage.** Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
    - i. Call for phone support. Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 1-833-634-6349.
    - ii. Enter an issue in the help desk system. This service is available twenty-four (24) hours a day, seven (7) days a week at [support.primegov.com](https://support.primegov.com).
    - iii. Email an issue to the Customer Success team. This service is available twenty-four (24) hours a day, seven (7) days a week.
  - c. **Customer Priority Identification.** The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

PRIORITY CODE	DESCRIPTION
P1 - Critical	The problem is impacting all Users by the Service being unavailable with no work-around available.
P2 - High	The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available.
P3 - Moderate	The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available.
P4 - Low	Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only.

### 3. Resolving an Issue

#### a. Steps to Resolution.

- i. PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.
- ii. The issue will then result in one of the following actions:
  1. The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
  2. PrimeGov Customer Success staff will ask for more clarification/information on the issue.
  3. PrimeGov Customer Success staff may discuss the priority of the issue.
  4. The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.
- iii. If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.

- b. Target Response Time. PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a "Target Response Time"). The following Target Response Times are within the hours of coverage:

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME <
P1	Critical	30 minutes
P2	High	1 hour
P3	Moderate	2 hours
P4	Low	40 hours

4. Problem Escalation. A Support Call's Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

ROLE	NAME	CONTACT EMAIL
Technical Support Lead	Sydney Erickson	sydney.erickson@primegov.com
Technical Support Director	Larry Thorpe	larry.thorpe@primegov.com
President	Sherif Agib	sherif@primegov.com

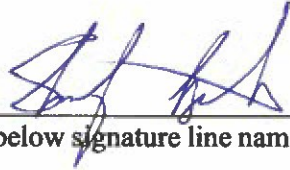
5. **Minor Enhancements.** Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case-by-case basis and will be included under this Agreement at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.
6. **Knowledge Base.** PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at [support.primegov.com](http://support.primegov.com). The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.
7. **Exclusions**
  - a. Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Agreement and will be managed separately.
  - b. PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an “as-is” basis at PrimeGov’s sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
  - c. Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
  - d. Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
  - e. Either Party being subject to Force Majeure.
  - f. The Customer’s failure, inability or refusal to allow PrimeGov’s personnel proper and uninterrupted access to the Service.

**TAX CERTIFICATION**

DATE: 12-16-2022

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature:



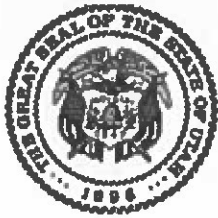
Print below signature line name and title  
of Individual or Corporate Officer (as applicable)

Prime Government Solutions Inc.  
Company Name

Address: 912 S Capital of Texas Hwy  
Austin, TX 78746

Tel No. 1-512-347-9399

47-1103353  
SOCIAL SECURITY NUMBER  
OR  
FEDERAL IDENTIFICATION NUMBER



Utah Department of Commerce  
Division of Corporations & Commercial Code  
160 East 300 South, 2nd Floor, PO Box 146705  
Salt Lake City, UT 84114-6705  
Service Center: (801) 530-4849  
Toll Free: (877) 526-3994 Utah Residents  
Fax: (801) 530-6438  
Web Site: <http://www.commerce.utah.gov>

12/09/2022  
9076074-014212092022-747496

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## CERTIFICATE OF EXISTENCE

Registration Number: 9076074-0142  
Business Name: PRIME GOVERNMENT SOLUTIONS, INC.  
Registered Date: June 19, 2014  
Entity Type: Corporation - Domestic - Profit  
Status: Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (**unless Delinquent**); and, that Articles of Dissolution have not been filed.



Leigh Veillette  
Director  
Division of Corporations and Commercial Code



CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Granicus LLC held on 02/23/2017 Directors were present or waived notice, it was voted that Mark Hynes, CEO of Granicus LLC be and hereby is authorized to delegate signature authority for contracts and bonds in the name and behalf of Granicus, Granicus' affiliates, and Granicus' subsidiaries, and affix its Corporate Seal thereto. As of the 1<sup>st</sup> Day, November 2022 Mark Hynes has delegated the authority to enter into contracts on behalf of Prime Government Solutions, Inc., to Sherif Agib, acting President, Jennifer Mabe, acting Chief Financial Officer, and Tom Spengler, acting CEO, all of Prime Government Solutions, Inc., a wholly owned subsidiary of Granicus LLC.

A TRUE COPY,  
ATTEST:

Kelly Oliver

Kelly Oliver  
Vice President of Contracts

Date: December 15, 2022

Place of Business:  
Granicus LLC

I hereby certify that I am the Vice President of Contracts of Granicus LLC, that Mark Hynes is the duly elected CEO of Granicus LLC, and that Mark Hynes has delegated signature authority on behalf of Granicus LLC's wholly owned subsidiary Prime Government Solutions, Inc. to Sherif Agib, acting President, Jennifer Mabe, acting Chief Financial Officer, and Tom Spengler, acting CEO, and that the above vote and subsequent signature authority delegation has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Signature:

Kelly Oliver

Kelly Oliver, Vice President of Contracts,  
Granicus LLC

Date:

December 15, 2022

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY, SS.

On this 15 day of December, 2022, before me the undersigned notary public, personally appeared Kelly Oliver, who proved to me through satisfactory evidence of identification, which was/were MA-DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Alyson K. Finnerty

Notary Public

My commission expires:



**ALYSON K. FINNERTY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 7, 2026



## Signing Authority for Rock Solid Contracts

By means of this letter (the "Delegation"), I, Mark Hynes, the Chief Executive Officer (the "Delegating Official") for Granicus (the "Corporation"), hereby delegates the authority herein described to the below listed roles ("Delegates") for Rock Solid Technology, Inc., Rock Solid Technologies, Inc., Prime Government Solutions, Inc., Swagit Productions, LLC, and City Sourced, Inc., each a wholly owned subsidiary of the Corporation (each a "Subsidiary" and collectively the "Subsidiaries"), under the following terms and conditions:

1. This delegation shall be effective October 27, 2022 and shall remain in effect until June 30, 2023, unless otherwise amended or revoked by the Delegating Official. This signature authority delegation hereby supersedes, terminates and replaces all prior versions.
2. The Delegates may sign for Client Agreements, on behalf of their respective Subsidiary, as laid out below, including their subsidiaries and affiliates. Client Agreements are contracts that, subject to applicable laws, regulations and corporate guidelines then in effect, are entered into by the applicable Subsidiary in the ordinary course of its business operations, including agreements, purchase orders, or other documents directly related to the fulfillment of the terms of any license, product or service agreements or any renewals thereof for any products, including nondisclosure/confidentiality agreements, federal, state, local and municipal contracts, requests for proposals, and vendor forms, but excluding the procurement of products or services.
3. The roles and individuals listed below are authorized to delegate any part of their authority on a limited basis in writing to other individuals for single transactions or scheduled absences. All delegations of signature authority should be set forth in an email and retained with the final executed contract.

Rock Solid Technology, Inc	
Chief Executive Officer (CEO)	Tom Spengler
Chief Financial Officer (CFO)	Jennifer Mabe
Chief Customer Officer (CCO)	Sherif Agib

Rock Solid Technologies, Inc.	
Vice President of SIMA	Viviana Dávila Ortíz
Vice President of Services	Alexis Pérez Orona
Vice President of Civic Engagement	Omar Rosario
Contracts Administrator	Paola Torres



Prime Government Solutions, Inc.	
Chief Executive Officer (CEO)	Tom Spengler
Chief Financial Officer (CFO)	Jennifer Mabe
President	Sherif Agib

Swagit Productions, LLC	
President	Bryan Halley
Chief Financial Officer (CFO)	Jennifer Mabe

City Sourced, Inc.	
Chief Executive Officer (CEO)	Tom Spengler
Chief Financial Officer (CFO)	Jennifer Mabe
Chief Customer Officer (CCO)	Sherif Agib

DocuSigned by:

mark hynes

9488CA8341A0452...

11/1/2022

Mark Hynes, Chief Executive Officer

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> INSURANCE SOURCE INC 4111 TELEGRAPH RD. SUITE 200  ST LOUIS MO 63129-2755		<b>CONTACT NAME:</b> *Brown, Craig <b>PHONE (A/C, No, Ext):</b> (314) 416-2600 <b>FAX (A/C, No):</b> (314) 416-1011 <b>E-MAIL ADDRESS:</b> craig@theinsurancesource.com													
<b>INSURED</b> Prime Government Solutions, Inc 912 S Capital of Texas Hwy  Austin TX 78746		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> ACE Fire Underwriters Insurance Company</td><td><b>NAIC #</b> 20702C</td></tr><tr><td><b>INSURER B:</b> ACE Property and Casualty Insurance Company</td><td>20689C</td></tr><tr><td><b>INSURER C:</b> Chubb Indemnity Ins Co</td><td>12777</td></tr><tr><td><b>INSURER D:</b> ACE Amer Ins Co</td><td>22687</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> ACE Fire Underwriters Insurance Company	<b>NAIC #</b> 20702C	<b>INSURER B:</b> ACE Property and Casualty Insurance Company	20689C	<b>INSURER C:</b> Chubb Indemnity Ins Co	12777	<b>INSURER D:</b> ACE Amer Ins Co	22687	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> ACE Amer Ins Co	22687														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER:** CL2211123682 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TECTXD948112721X	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 100,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TECTXD948112721X	05/15/2022	05/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	UMBTXD948111323N	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	71778180	05/15/2022	05/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional and Cyber Liability	Y	Y	D94366458	09/01/2022	09/01/2023	\$5,000,000 \$5,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Worcester, it's officers, agents and employees are named as Additional Insured with respects to the above referenced commercial general liability policy and excess liability policy policy. The policies contain a 30 day notice of cancellation. All policies contain a waiver of subrogation in favor of the City.

**CERTIFICATE HOLDER****CANCELLATION**City of Worcester Purchasing Agent  
455 Main Street

Worcester

MA 01608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<b>Project Sponsor</b>		<b>Project Manager</b>	Padraig Supple
<b>Date of Project approval</b>		<b>Last Revision Date</b>	8/8/2023

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\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.



## Scope Description

Below is the summary of the scope of work for Agenda Automation and Meeting Management modules of OneMeeting focusing on **City Manager and City Council Committees** and how they will use the system.

This document does NOT cover how Pending Items and Public Notices will be configured. The OneMeeting and Streamline teams are working through this process and a separate scoping document will detail the configuration.

This document does NOT focus on how the Committee Manager module will be implemented. A separate scoping document will detail the configuration.

## Agenda Automation

*Definition: Creating an Item document through a form interface. Routing the created document through Workflow. Approving the item to an Agenda.*

### Committees included in Agenda Automation:

City Council  
City Manager

### City Manager Committee

#### Form Interface:

Item Creation (*Sample* below)

City Council Staff Report

Committee Type: \*  
Select Committee

Meeting Type: \*

Meeting Date: \*

Meeting Section: \*

Department: \*  
Finance

From: \*  
PrimeGov Admin

Associated Councilmember/Ward: \*  
Select a ward

Associated Councilmember: \*  
Select a councilmember

Subject: \*

Summary: \*

Alignment with Strategic Plan: \*  
Select an alignment

Previous Council Action: \*  
There is no recent Council action relevant to this item.

Figure 0-1 *SAMPLE* Typical Form Interface

### Communications of City Manager Form Fields

Field Name	Functionality
CM Committee Selection	Auto select dropdown to City Manager
CM Meeting Date	Date selection

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

CM Meeting Section	Meeting Agenda Section Selection
CC Committee Selection	Auto select dropdown to City Council
CC Meeting Date	Date selection
CC Meeting Section	Meeting Agenda Section Selection
Agenda Item Description	Standard Textbox Editor
Budget/Finance Item	Radio Button Yes/No
Item Type	Drop down with list of Item Types (Appendix A)

**Documents Generated on Submission of Communication of City Manager Form**

### 1. Item CM Cover Letter

**Word** Document - Saved

Search (Alt + Q)

Home Insert Layout References Review View Help

Comments Catch up Editing

Arial 12 A<sup>x</sup> A<sup>y</sup> B I U [Color] [Text Color] [List] [Table] [Grid] [Image] [Link] [Unlink] [More]

[Clipboard] [Undo] [Redo] [Font Face] [Font Size] [Bold] [Italic] [Underline] [Text Color] [Background Color] [Bullets] [Numbered List] [Table Borders] [Table Grid] [Image] [Link] [Unlink] [More]

[Microphone] [Settings]

Eric D. Batista  
City Manager

CITY OF WORCESTER

Attachment for Item # TBD

Month Day, Year

TO THE WORCESTER CITY COUNCIL

COUNCILORS:

ENTER TEXT HERE

Respectfully submitted,

Eric D. Batista  
City Manager

- The above document will be generated when the user clicks submit.
- The user will be able to open the document in OneDrive and edit directly in the browser window
- The user will also open an application version of MS WORD to edit the document

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

## 2. Cabinet Cover Letter

Sample Document Created by System:

Word Document - Saved

Search (Alt + Q)

Home Insert Layout References Review View Help Table

Comments Catch up

Arial 12

**The City of WORCESTER**  
Department of Public Works & Parks  
dpw@worcesterma.gov

Department of Public Works & Parks  
Jay J. Fink, P.E., Commissioner  
20 East Worcester Street, Worcester, MA 01604  
T 508-929-1300 F 508-799-1448

**To:** Eric D. Batista, Acting City Manager  
**From:** Originator Name, Title  
**Date:** Month Day, Year  
**Re:** Item Title

ENTER TEXT HERE

Sincerely,

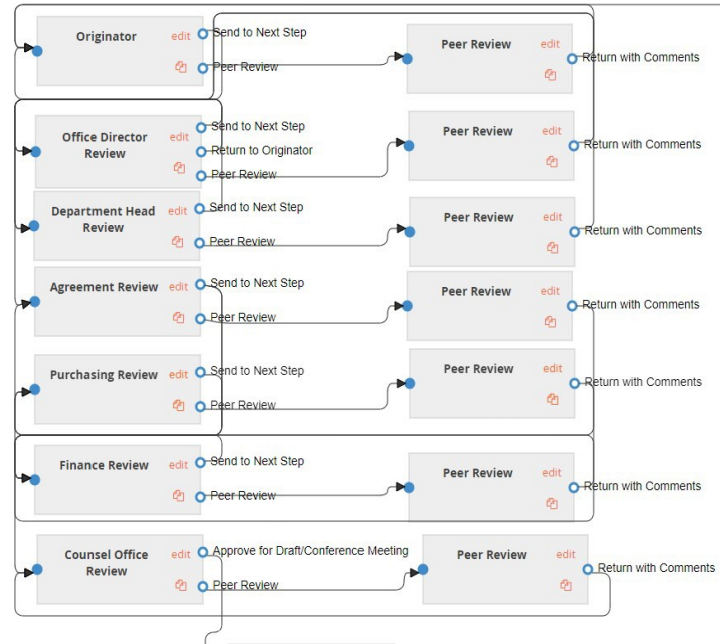
Jay J. Fink, P.E.  
Commissioner, Department of Public Works & Parks

- The above document will be generated when the user clicks submit.
- The user will be able to open the document in OneDrive and edit directly in the browser window

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

## Workflow

### Sample of Workflow configuration within OneMeeting



**Figure 0-22 SAMPLE Typical Workflow Setup**

1. The generated Item CM Cover Letter and Cabinet Cover Letter will flow through an approval workflow.
2. The workflow will be determined by: If the item is a Budget/Finance item or not
3. The workflow will incorporate 1 static step and 2 dynamic steps for Non finance items and 1 static step and 2 dynamic steps for Finance Items.
4. Once an item is approved through the Workflow process it will appear in the Agenda Management area of the application and will no longer appear as a "Task" in workflow

## Outline of Workflow Approval Paths

### City Manager Workflows:

#### Non-Finance Item

1. Originator (Department)

A. Approve to Department Head

B. Approve to Cabinet Head

C. Peer Review

2. Department Head or Cabinet Head

A. Approve to City Manager Office

B. Return to Originator

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

C. Peer Review

3. City Manager Office

A. Return Item to Department Head / Cabinet Head

B. Approve Item to Agenda

**Budget/Finance Item**

1. Originator (Department)

A. Approve to Department Head

B. Approve to Cabinet Head

C. Peer Review

2. Department Head or Cabinet Head

A. Approve to Budget/Finance Office

B. Return to Originator

C. Peer Review

3. Budget/Finance Office

A. Approve Item to Agenda

B. Return to Department Head / Cabinet Review

C. Peer Review

D. Hold

4. Holding Item

A. Approve Item to Agenda

B. Return to Department Head / Cabinet Review

C. Peer Review

D. Hold

## **Addition of Non-City Manager Items to City Council**

1. Non-City Manager Items for City Council do not have a rigid approval process. For this reason, there is no need to create these items (and generated system document) using form and workflow.
2. These items are created directly in the Meeting Management area of the application.
3. Attachments for these items will be uploaded as needed


\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

## Committee/Board Agenda

Sample Agenda image of **City Council** Agenda Document:

**CITY OF WORCESTER**  
**JOURNAL OF THE CITY COUNCIL**  
**Tuesday, February 7, 2023**  
**Esther Howland (South) Chamber**  
**Convened: 6:35 P.M.**  
**Adjourned: 9:28 P.M.**

---

<p><b>Mayor</b> Joseph M. Petty</p> <p><b>Councilors</b>          Morris A. Bergman          Etel Haxhijaj          Candy Mero-Carlson          Sarai Rivera          George J. Russell</p>	 <a href="http://www.worcesterma.gov">www.worcesterma.gov</a>	<p><b>City Manager</b> Eric D. Batista</p> <p><b>City Auditor</b> Robert V. Stearns</p> <p><b>City Clerk</b> Nikolin Vangelis</p>
---	---	---

City Hall - 455 Main Street Worcester, Massachusetts

---

1. **PLEDGE OF ALLEGIANCE**
2. **STAR SPANGLED BANNER**
3. **ROLL CALL** - All present with the Mayor as the Chair. Councilor Rose participated in the meeting remotely.
4. **PROCLAMATIONS, ACKNOWLEDGMENTS, MOMENTS OF SILENCE**
  - 4a. MOMENT OF SILENCE in memory of Christopher Condon, who passed away on January 30, 2023 at the age of 46 and Allen Jenkins, who passed away on January 31, 2023 at the age of 37.
  - 4b. Mayor Petty provided members of the Holy Cross Crusaders football team with Keys to the City for their efforts during this year's football season, which saw them win the Patriot League Title.
  - 4c. Mayor Petty read the Proclamation declaring the month of February 2023 as Black History Month in the City of Worcester.

Sample image of **City Manager** Agenda Document:

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.



**Eric D. Batista**  
CITY MANAGER

**COMMUNICATIONS OF THE CITY MANAGER**

City Council Agenda For  
Tuesday, May 9, 2023

- 
- 10.1 APPOINTMENTS**  
**Non-City Council Confirmation**
- A. Transmitting informational communication relative to the reappoints of Lucelia DeJesus and Johanna Hampton Dance to the Affordable Housing Trust Fund Board of Trustees.  
*Informational Communications*
- 10.2 APPOINTMENTS**  
**City Council Confirmation**
- A. Recommend the appointment of Taylor Rich to the Advisory Committee on the Status of Women.  
*Votes Required*
- 10.3 DEPARTMENT OF HUMAN RESOURCES**  
William Bagley, Jr., Esq., Director

**Committee:** City Council Agenda

**Meeting Type:** Regular Meeting

Description	Section (S) or Item (I)	Required (R) or Optional (O)
INVOCATION	S	R
PLEDGE OF ALLEGIANCE	S	R
STAR SPANGLED BANNER	S	R
ROLL CALL	S	R
PROCLAMATIONS, ACKNOWLEDGMENTS, MOMENTS OF SILENCE	S	R
APPROVAL OF THE MINUTES	S	R
PUBLIC PARTICIPATION	S	R
HEARINGS AND ORDERS	S	R

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

RECONSIDERATION	S	R
FIRST ITEM OF BUSINESS	S	R
PETITIONS	S	R
COMMUNICATIONS OF THE CITY MANAGER	S	R
CHAIRMAN'S ORDERS	S	R
CHAIRMAN'S RESOLUTIONS	S	R
ORDERS	S	R
RESOLUTIONS	S	R
RECESS TO FINANCE COMMITTEE	S	R
COMMUNICATIONS OF THE CITY AUDITOR	S	R
COMMUNICATIONS OF THE CITY CLERK	S	R
COMMUNICATIONS	S	R
REPORTS OF THE COMMITTEES	S	R

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

TO BE ORDAINED	S	R
TABLED UNDER PRIVILEGE	S	R
TABLED ITEMS	S	R

**Committee:** City Manager

**Meeting Type:** Regular Meeting

Description	Section (S) or Item (I)	Required (R) or Optional (O)
APPOINTMENTS - Non-City Council Confirmation	S	R
APPOINTMENTS - City Council Confirmation	S	R
DEPARTMENT OF HUMAN RESOURCES - William Bagley, Jr., Esq., Director	S	R
EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT - Peter Dunn, Chief Development Officer	S	R
EXECUTIVE OFFICE OF DIVERSITY AND INCLUSION - Eric D. Batista, Acting City Manager	S	R
DEPARTMENT OF PUBLIC WORKS AND PARKS - Administrative Division - Jay J. Fink, P.E., Commissioner	S	R
DEPARTMENT OF PUBLIC WORKS AND PARKS - Engineering and Architectural Services Division - Jay J. Fink, P.E., Commissioner	S	R
DEPARTMENT OF PUBLIC WORKS AND PARKS - Operations Division - Jay J. Fink, P.E., Commissioner	S	R
DEPARTMENT OF PUBLIC WORKS AND PARKS - Parks Division - Robert C. Antonelli, Jr., Assistant Commissioner	S	R

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

DEPARTMENT OF TRANSPORTATION AND MOBILITY - Stephen S. Rolle, P.E., Commissioner	S	R
FIRE DEPARTMENT - Martin Dyer, Acting Fire Chief	S	R
POLICE DEPARTMENT - Steven M. Sargent, Police Chief	S	R
DEPARTMENT OF EMERGENCY COMMUNICATIONS - Charles R. Goodwin, Director	S	R
LAW DEPARTMENT - Michael E. Traynor, Esq. - City Solicitor	S	R
DEPARTMENT OF INSPECTIONAL SERVICES - Administration - Christopher P. Spencer, Commissioner	S	R
DEPARTMENT OF INSPECTIONAL SERVICES - Building and Zoning Division - David Horne, Deputy Building Commissioner	S	R
DEPARTMENT OF INSPECTIONAL SERVICES - Housing and Health Inspections - Amanda M. Wilson, Director	S	R
DEPARTMENT OF HEALTH AND HUMAN SERVICES - Administration - Dr. Matilde "Mattie" Castiel, M.D., Commissioner	S	R
DEPARTMENT OF HEALTH AND HUMAN SERVICES - Division of Public Health - Michael P. Hirsh, M.D., Medical Director	S	R
DEPARTMENT OF HEALTH AND HUMAN SERVICES - Division of Elder Affairs - Amy Vogel Waters, Director	S	R
DEPARTMENT OF HEALTH AND HUMAN SERVICES - Division of Human Rights and Accessibility - Jayna L. Turchek, Esq., Director	S	R

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

DEPARTMENT OF HEALTH AND HUMAN SERVICES - Division of Veterans Services- Alex R. Arriaga, Veterans' Services Officer/Director	S	R
DEPARTMENT OF HEALTH AND HUMAN SERVICES - Division of Youth Services - Raquel Castro-Corazzini, Director	S	R
WORCESTER PUBLIC LIBRARY - Jason L. Homer, Executive Director	S	R
EXECUTIVE OFFICE OF THE CITY MANAGER - Cultural Development Division - Amy Peterson, Interim Director	S	R
EXECUTIVE OFFICE OF THE CITY MANAGER - Election Commission Division - Nikolin Vangjeli, City Clerk	S	R
PUBLIC SCHOOL DEPARTMENT - Rachel Monarrez, Superintendent	S	R
DEPARTMENT OF ADMINISTRATION AND FINANCE - Assessing Division - Samuel E. Konieczny, City Assessor	S	R
DEPARTMENT OF ADMINISTRATION AND FINANCE - Budget Office Division - Erin E. Taylor, Director	S	R
DEPARTMENT OF ADMINISTRATION AND FINANCE - Purchasing Division - Christopher Gagliastro, Director	S	R
DEPARTMENT OF ADMINISTRATION AND FINANCE - Treasury and Collections Division - Timothy J. McGourthy, Acting Treasurer	S	R
DEPARTMENT OF PUBLIC FACILITIES - Julie A. Lynch, Chief of Public Facilities	S	R
DEPARTMENT OF SUSTAINABILITY AND RESILIENCE - John W. Odell, Chief Sustainability Officer	S	R
DEPARTMENT OF INNOVATION AND TECHNOLOGY - Michael P. Hamel, Chief Information Officer	S	R
FINANCE ITEMS - Capital Transfers	S	R

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

FINANCE ITEMS - Grants and Donations	S	R
FINANCE ITEMS - Operational Transfers	S	R
FINANCE ITEMS - Prior Year	S	R
FINANCE ITEMS - Loan Orders	S	R
MISCELLANEOUS AGENDA TRANSMITTALS	S	R

## Agenda Output

When items are approved through the workflow. The item will appear in an “*Agenda Management*” area. The area allows for management of items ahead of the agenda being published. The agenda will be compiled and published based on the samples provided

The following Board/Committee agendas will be configured and have meeting types according to the **sample** table below:

Board/Committee Name	Meeting Type	Description (optional)
City Council	Regular	City Council
City Manager	Regular	City Manager

Each Regular meeting type will include the following templates within it:

- **Agenda**
- **Minutes**
- **Packet**
- **Mini-Packet**

The screenshot shows the 'MANAGE MEETING TYPE' interface for a 'Regular Meeting'. The 'TEMPLATES' tab is selected, showing a list of templates: Agenda, Minutes, Packet, Mini-Packet, Notice of Cancellation, and Draft Agenda. Each template has a 'New Template' button and a 'Generic Docs Template' button.

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.



## Meeting Management

The In-Meeting interface in OneMeeting allows the user to conduct the following actions:

1. Starting the meeting
2. Taking Roll Call
3. Managing Speakers
4. Taking Minutes, Motions, and Votes
5. Ending the meeting

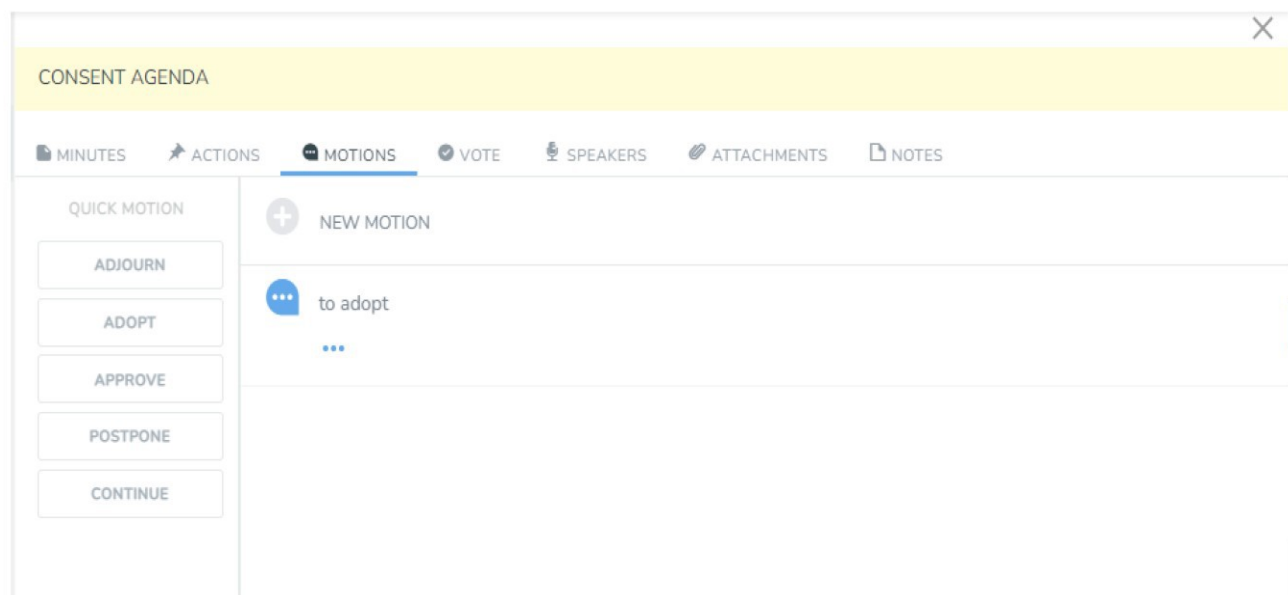
*Meeting Management area will reflect the agenda.*

## Motions and Votes Interface

The motion and vote interface allows users to

1. Initiate and record a first motioner and a second motioner.
2. Record votes from each member

The motion and vote data are stored and will display in interface along with displaying in the Minutes document once compiled.



\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

CONSENT AGENDA

MINUTES

ACTIONS

MOTIONS

**VOTE**

SPEAKERS

ATTACHMENTS

NOTES

...

to adopt Resolution on Consent Agenda

...

PASS

☒

FAIL

☐

TABLE

☐

MEMBER	YEA	NAY	ABSTAIN	RECUSE	
Claribel Azcona-Barber	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<div>M</div> Charles Kenny	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Leslie Koppet	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Chanelle Scott McCullum	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<div>S</div> Shanti Narra	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Charles E Tomaro	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Ronald G Rios	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

CALL MOVERS

OPEN VOTE

SAVE

SAVE & CLOSE

### Sample Meeting Management View

List of all Motions and how they will appear

Motion Name	Motion Text that will appear on Minutes Output	Vote output as it will appear in Minutes Output
Accepted	Mayor Petty read the item and moved to accept the item.	Voted to accept the item on a roll call vote of 11 Yeas and 0 Nays.
Confirmed	Mayor Petty read the item and moved to confirm the appointment.	Voted to confirm the appointment on a roll call vote of 11 Yeas and 0 Nays.
Ordained	Mayor Petty read the item and moved for a roll call vote to ordain the item.	Ordained on a roll call vote of 11 Yeas and 0 Nays.
Reconsideration	Mayor Petty read the item and moved to reconsider the item.	Reconsidered on a roll call vote of 11 Yeas and 0 Nays.

### Minutes Entry Interface

The minutes area allows users to enter free form text regarding actions that occurred in the meeting. The text can also be automated using a set of acronyms that users will be trained on how to create. For motions and votes that do not have a set vote count outcome (e.g., voice votes) it is recommended to capture these actions using the minutes area.

\*Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

### Minutes Glossary Table

Accepted and adopted	Mayor Petty read the item and moved to accept and adopt the item.
Denied	Mayor Petty read the item and moved to deny the item. Denied.
Resolution adopted	Mayor Petty read the item and moved to adopt the item. Resolution adopted.
Resolution adopted with gratitude	Mayor Petty read the item and moved to adopt the item. Resolution adopted with gratitude.
Tabled	Mayor Petty read the item and moved to Table the Item. Tabled.
Tabled Under Privilege	Mayor Petty read the item and moved to Table the Item Under Privilege. Tabled Under Privilege.
Voted to advertise proposed Ordinance	Mayor Petty read the item and moved to advertise the proposed Ordinance. Voted to advertise proposed Ordinance.
Voted to advertise proposed Loan Order	Mayor Petty read the item and moved for a roll call vote to advertise the proposed Loan Order.
Order adopted	Mayor Petty read the item and moved to adopt the item. Order adopted.
Placed on file	Mayor Petty read the item and moved to place the item on file. Placed on file.
Recommitted	Mayor Petty read the item and moved to recommit the item. Recommitted.

Minutes will appear before or after the motions and vote based on when it is entered. Minutes will appear on minutes output as follows.

### Final Minutes Output Look and feel


The final minutes output will appear as

**CITY OF WORCESTER**  
**JOURNAL OF THE CITY COUNCIL**  
**Tuesday, March 28, 2023**  
**Esther Howland (South) Chamber**  
**Convened: 6:33 P.M.**  
**Adjourned: 8:28 P.M.**

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**Mayor**  
Joseph M. Petty

**Councilors**  
 Morris A. Bergman  
 Etel Haxhiaj  
 Candy Mero-Carlson  
 Sarai Rivera  
 George J. Russell  
 Donna M. Colorio  
 Khrystian E. King  
 Thu Nguyen  
 Sean M. Rose  
 Kathleen M. Toomey



[www.worcesterma.gov](http://www.worcesterma.gov)

**City Manager**  
Eric D. Batista

**City Auditor**  
Robert V. Stearns

**City Clerk**  
Nikolin Vangjeli

City Hall - 455 Main Street Worcester, Massachusetts

\* Please share concerns with your PM or confirm the scope by setting the task on Monday.com to done. If no action is taken within three (3) business days, Rock Solid Technologies will consider the scope accepted.

- 10g.** Request City Manager request Assistant Commissioner of Public Works and Parks provide City Council with a report regarding any and all efforts under way to treat weeds and bring up the water tables at Elm Park and to restore same. (Bergman)

Mayor Petty read the item and recognized Councilor Bergman, who spoke concerning the item. Mayor Petty moved to adopt the item. Order adopted

## Post Meeting Workflow for Items (Council Orders) (PENDING AGREEMENT)

In the Scenario that the City Council direct an office or a department to conduct tasks related to an item a post meeting workflow can be leveraged.

Post meeting workflows allow users to send the item through a new approval process and add associated attachments during that approval.

### Example:

1. The City Council direct the City Manager's office to follow up on an item and acquire extra documentation.
2. The user can navigate to Meeting Management, select the item and send it through workflow.
3. The item is now in a post meeting workflow where it can be tracked and updated with extra metadata and/or extra attachments.

## Council Order Workflow

### High Level Steps

1. Users will complete a "Post Meeting" form.
2. Form will be submitted into workflow.
3. A document will be generated with relevant data.
4. Data points will be tracked and updated through workflow steps.
5. The item will be updated via the form as it flows through workflow. Attachments can be added at each workflow step.
6. The user can select a FUTURE meeting to add the item to.

### Detailed Form Fields

Form Fields	Functionality
Item ID	Text Entry followed by a Search Items Button
Item Title	Text area. Item Title displays and is editable
Suggested Council Action	Text Entry
Minutes Language Display	Text Area Displaying Minutes entered via Live Meeting (not editable)
Motion & Vote Display	Text Area Displaying Motions & Votes entered via Live Meeting (not editable)
Add Item to Meeting	Future Meeting Selection
Submit	Submit Button

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## Sample Document Output



### CITY OF WORCESTER

*Council Order Request*

Item ID: 012345

Original Meeting Date: 08/09/2023

Department: Finance

Item Title: Sample Item Title

Suggested Council Item: This is sample text

Minutes: This is sample text

Motion & Vote History: This is sample text

### Council Order Post Meeting Workflow steps

Workflow Step	Routing Options
Originator	Send to City Manager Office
	Send to Auditor
	Send to City Clerk's Office
	Peer Review
City Manager Office (Static)	Department Review
	Holding Area
	Peer Review
	Approve
City Auditor (Static)	Department Review
	Holding Area
	Peer Review
	Approve
City Clerk Office (Static)	Department Review
	Holding Area
	Peer Review
	Approve
Department Review (Dynamic based on the Items originating Department)	Return to City Manager Office
	Return to City Clerk Office

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	Return to City Auditor Office
	Peer Review
Holding Area	Return to City Manager Office
	Peer Review

## Data Migration

This will be a manual meeting migration. The Worcester team will need to prepare their Data based on the instructions provided in <https://rocksolidtech.monday.com/boards/3818618529/pulses/3818618716>

*The One Meeting team is investigating if the current unique identifiers for items can be migrated across.*

## APPENDIX Item Types

Item Name	Tracking Number Prefix	Example of Current Tracking Number
<i>EX: RESOLUTION</i>	<i>RES</i>	<i>RES-123</i>
PROCLAMATION	PRO	2023-12-12-pro-01
MINUTES	MIN	2023-12-12-min-01
HEARINGS	HAO	2023-12-12-hao-01
FIRST ITEM OF BUSINESS	FIB	2023-12-12-fib-01
SECOND ITEM OF BUSINESS	SIB	2023-12-12-sib-01
PETITIONS	PET	2023-12-12-pet-01
COMMUNICATIONS OF THE CITY MANAGER - APPOINTMENTS	CCM-APP	2023-12-12-ccm-app-01
COMMUNICATIONS OF THE CITY MANAGER - HUMAN RESOURCES	CCM-HR	2023-12-12-ccm-hr-01
COMMUNICATIONS OF THE CITY MANAGER - EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT	CCM-ED	2023-12-12-ccm-ed-01
COMMUNICATIONS OF THE CITY MANAGER - EXECUTIVE OFFICE OF DIVERSITY AND INCLUSION	CCM-DI	2023-12-12-ccm-di-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF PUBLIC WORKS AND PARKS	CCM-DPW	2023-12-12-ccm-dpw-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF PUBLIC WORKS AND PARKS - PARKS DIVISION	CCM-DPWP	2023-12-12-ccm-dpwp-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF TRANSPORTATION AND MOBILITY	CCM-DTM	2023-12-12-ccm-dtm-01
COMMUNICATIONS OF THE CITY MANAGER - FIRE DEPARTMENT	CCM-WFD	2023-12-12-ccm-wfd-01
COMMUNICATIONS OF THE CITY MANAGER - POLICE DEPARTMENT	CCM-WPD	2023-12-12-ccm-wpd-01
COMMUNICATIONS OF THE CITY MANAGER - EMERGENCY COMMUNICATIONS AND MANAGEMENT	CCM-ECM	2023-12-12-ccm-ecm-01
COMMUNICATIONS OF THE CITY MANAGER - LAW DEPARTMENT	CCM-LAW	2023-12-12-ccm-law-01
COMMUNICATIONS OF THE CITY MANAGER - INSPECTIONAL SERVICES	CCM-IS	2023-12-12-ccm-is-01

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COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - ADMINISTRATION	CCM-HHS-A	2023-12-12-ccm-hhs-a-01
COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC HEALTH	CCM-HHS-PH	2023-12-12-ccm-hhs-ph-01
COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - DIVISION OF ELDER AFFAIRS	CCM-HHS-EA	2023-12-12-ccm-hhs-ea-01
COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - DIVISION OF HUMAN RIGHTS AND ACCESSIBILITY	CCM-HHS-HRA	2023-12-12-ccm-hhs-hra-01
COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - DIVISION OF VETERANS' SERVICES	CCM-HHS-VS	2023-12-12-ccm-hhs-vs-01
COMMUNICATIONS OF THE CITY MANAGER - HEALTH AND HUMAN SERVICES - DIVISION OF YOUTH SERVICES	CCM-HHS-YS	2023-12-12-ccm-hhs-ys-01
COMMUNICATIONS OF THE CITY MANAGER - WORCESTER PUBLIC LIBRARY	CCM-WPL	2023-12-12-ccm-wpl-01
COMMUNICATIONS OF THE CITY MANAGER - CULTURAL DEVELOPMENT DIVISION	CCM-CDD	2023-12-12-ccm-cdd-01
COMMUNICATIONS OF THE CITY MANAGER - ELECTION COMMISSION DIVISION	CCM-ECD	2023-12-12-ccm-ecd-01
COMMUNICATIONS OF THE CITY MANAGER - PUBLIC SCHOOLS DEPARTMENT	CCM-WPS	2023-12-12-ccm-wps-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF ADMINISTRATION AND FINANCE - ASSESSING DIVISION	CCM-AF-AD	2023-12-12-ccm-af-ad-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF ADMINISTRATION AND FINANCE - BUDGET OFFICE DIVISION	CCM-AF-BOD	2023-12-12-ccm-af-bod-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF ADMINISTRATION AND FINANCE - PURCHASING DIVISION	CCM-AF-PD	2023-12-12-ccm-af-pd-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF ADMINISTRATION AND FINANCE - TREASURY AND COLLECTIONS DIVISION	CCM-AF-TCD	2023-12-12-ccm-af-tcd-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF PUBLIC FACILITIES	CCM-FAC	2023-12-12-ccm-fac-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF SUSTAINABILITY AND RESILIENCE	CCM-SUS	2023-12-12-ccm-sus-01
COMMUNICATIONS OF THE CITY MANAGER - DEPARTMENT OF INNOVATION AND TECHNOLOGY	CCM-DOIT	2023-12-12-ccm-doit-01
COMMUNICATIONS OF THE CITY MANAGER - FINANCE ITEMS - CAPITAL TRANSFERS	CCM-FIN-CT	2023-12-12-ccm-fin-ct-01
COMMUNICATIONS OF THE CITY MANAGER - FINANCE ITEMS - GRANTS AND DONATIONS	CCM-FIN-GD	2023-12-12-ccm-fin-gd-01
COMMUNICATIONS OF THE CITY MANAGER - FINANCE ITEMS - OPERATIONAL TRANSFERS	CCM-FIN-OT	2023-12-12-ccm-fin-ot-01
COMMUNICATIONS OF THE CITY MANAGER - FINANCE ITEMS - PRIOR YEAR	CCM-FIN-PY	2023-12-12-ccm-fin-py-01
COMMUNICATIONS OF THE CITY MANAGER - FINANCE ITEMS - LOAN ORDERS	CCM-FIN-LOR	2023-12-12-ccm-fin-lor-01
COMMUNICATIONS OF THE CITY MANAGER - MISCELLANEOUS AGENDA TRANSMITTALS	CCM-MIS	2023-12-12-ccm-mis-01

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COMMUNICATIONS OF THE CITY AUDITOR	CCA	2023-12-12-cca-01
COMMUNICATIONS OF THE CITY CLERK	CCC	2023-12-12-ccc-01
COMMUNICATIONS	CMN	2023-12-12-cmn-01
ORDERS FILED BY THE CHAIRS OF COMMITTEES IN COMMITTEE	CHO	2023-12-12-cho-01
RESOLUTIONS FILED BY THE CHAIRS OF COMMITTEES IN COMMITTEE	CHR	2023-12-12-chr-01
PROPOSED ORDINANCES FILED BY THE CHAIRS OF COMMITTEES IN COMMITTEE	CPO	2023-12-12-cpo-01
ORDERS	ODS	2023-12-12-ods-01
RESOLUTIONS	RES	2023-12-12-res-01
REPORTS OF THE PLANNING BOARD	REP-PB	2023-12-12-rep-pb-01
REPORTS OF THE COMMITTEE ON ECONOMIC DEVELOPMENT	REP-ED	2023-12-12-rep-ed-01
REPORTS OF THE COMMITTEE ON EDUCATION	REP-EDU	2023-12-12-rep-edu-01
REPORTS OF THE COMMITTEE ON FINANCE	REP-FIN	2023-12-12-rep-fin-01
REPORTS OF THE COMMITTEE ON MUNICIPAL AND LEGISLATIVE OPERATIONS	REP-MLO	2023-12-12-rep-mlo-01
REPORTS OF THE COMMITTEE ON PUBLIC HEALTH AND HUMAN SERVICES	REP-PHHS	2023-12-12-rep-phhs-01
REPORTS OF THE COMMITTEE ON PUBLIC SAFETY	REP-PS	2023-12-12-rep-ps-01
REPORTS OF THE COMMITTEE ON PUBLIC SERVICE AND TRANSPORTATION	REP-PST	2023-12-12-rep-pst-01
REPORTS OF THE COMMITTEE ON PUBLIC WORKS	REP-PW	2023-12-12-rep-pw-01
REPORTS OF THE COMMITTEE ON ORDINANCES	REP-ORD	2023-12-12-rep-ord-01
REPORTS OF THE COMMITTEE ON TRAFFIC AND PARKING	REP-TP	2023-12-12-rep-tp-01
REPORTS OF THE COMMITTEE ON URBAN TECHNOLOGIES, INNOVATION AND ENVIRONMENT	REP-UTIE	2023-12-12-rep-utie-01
REPORTS OF THE COMMITTEE ON VETERANS' MEMORIALS, PARKS, AND RECREATION	REP-VPR	2023-12-12-rep-vpr-01
LOAN ORDERS TO BE ADOPTED	LOR	2023-12-12-lor-01
ORDINANCES TO BE ORDAINED	ORD	2023-12-12-ord-01
TABLED UNDER PRIVILEGE	TUP	2023-12-12-tup-01
TABLED ITEMS	TAB	2023-12-12-tab-01

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# CITY OF WORCESTER

## **ORDERED: That**

The Rules of the City Council of the City of Worcester be and are hereby amended to amend Rule 10 to read as follows:

Rule 10. Deadline for Filing Items to be Included on the Council Agenda:

(a) Except for communications, recommendations and reports prepared by the city manager, all city council or joint calendars shall include all petitions, orders, communications, reports and papers, of any description, which may appropriately be brought before the city council and which are received by the city clerk not later than 4:15 p.m. on the Thursday preceding the day of each regular meeting. Papers presented after that hour on such day shall not be placed on the agenda but shall be held until the next appropriate meeting.

(b) Notwithstanding the above, the City Clerk shall include in all city manager calendars all communications, recommendations and reports of the city manager which may be transmitted electronically to the city clerk not later than 2:00 p.m. on the Friday preceding the day of each regular meeting; provided that, whenever any such Friday is a recognized holiday, or if a recognized holiday falls on the intervening Monday, this deadline shall be Thursday at 2:00 p.m. Papers, excluding emergency items, presented after the deadline established herein will not be considered until the next appropriate meeting. Furthermore, the city manager shall print and deliver to the mayor and city councilors no later than 5:00 p.m. the Friday preceding a Tuesday meeting (or the Thursday in the event of an intervening holiday) all city manager calendar communications, recommendations and reports of the city manager.

(c) Every such calendar of agenda items shall be posted by the city clerk in accordance with the Open Meeting Law, G.L. c. 30A §§ 18-25. The city clerk shall comply with all requirements of the attorney general, whether issued by regulation, advisory or otherwise, including the filing with the attorney general of written notice of the city's Open Meeting Law notice posting method. The City Clerk shall deliver electronic and printed copies of the calendar of agenda items to the mayor and city councilors no later than 5:00 p.m. the Friday preceding a Tuesday meeting (or the Thursday in the event of an intervening holiday). The city clerk shall likewise cause the city council calendar of agenda items to be posted on the city's website at the same time. Paper copies of this calendar shall be available to the public immediately upon its posting and at each meeting. For all member of the public petitions, committee reports, orders filed by the chairs of

committees in committee and other communications other than council orders and communications of the city manager, the city clerk shall indicate the appropriate action recommended for the council's consideration.