




FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tammy Lowit, City Clerk
DATE: Submitted on October 14, 2024, for the November 18, 2024, Regular City Council Meeting

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AGENDA ITEM: Approval of a Renewal Contract Agreement with Addendum No. 1 between the City of Milton and DocuSign, Inc. for Electronic Signature and Document Signature.

DEPARTMENT RECOMMENDATION

Staff recommends approval.

Executive Summary:

DocuSign provides automation, security, mobility, reliability, and ease of uploading documents for eSignature for procurement contracts, employee onboarding and offloading forms, etc.

The DocuSign Contract Agreement requires annual renewals. To align this, and future, DocuSign renewals with the City of Milton Fiscal Year, two agreements will be presented to Council for approval.

A Bridge Contract will finish out the FY 2024 for the period of 9.01.2024 – 9.30.2024. A subsequent Renewal Contract will cover the new FY 2025 for the period of 10.01.2024 – 9.30.2025. Future renewals will then align with the City of Milton fiscal year calendar. The renewal is based on an eSignature Business Pro service providing a quantity of 1500 envelopes for the year. Envelopes can contain multiple documents that require electronic signature, and the quantity represents the basis of cost structure quoted. If 1500 envelopes are exceeded before the annual expiration period, then a new quote will be provided and, upon approval, more envelopes can be easily added.

FINANCIAL IMPACT

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: 100-3510-521200001
Requisition Total: \$ 833.75 – FY 2024 Bridge Contract
\$10,005.00 – FY 2025 Renewal Contract


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REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – November 12, 2024
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – November 11, 2024
Concurrent Review: Steven Krokoff, City Manager –

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ATTACHMENTS

DocuSign Bridge Contract & Renewal Agreement with Addendum No. 1

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Docusign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Oct 16, 2024
Prepared By: JuVonda McLaurin
Quote Number: Q-01618063

ORDER FORM

Address Information

Bill To:

City of Milton
2006 Heritage Walk,
Milton, GA, 30004
United States

Ship To:

City of Milton
2006 Heritage Walk,
Milton, GA, 30004
United States

Billing Contact Name:

Tammy L. Lowit

Billing Email Address:

tammy.lowit@miltonga.gov

Billing Phone:

678-242-2492

Shipping Contact Name:

Tammy L. Lowit

Shipping Email Address:

tammy.lowit@miltonga.gov

Shipping Phone:

678-242-2492

Order Details

Order Start Date: Oct 1, 2024
Order End Date: Sep 30, 2025
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for State and Local Government - Envelope	SUB-3474603-1	Oct 1, 2024	Sep 30, 2025	1,500	\$8,700.00
Premier Support - eSign	SUB-3474603-1	Oct 1, 2024	Sep 30, 2025	1	\$1,305.00

Grand Total: \$10,005.00

Product Details

eSignature Envelope Allowance: 1,500

Overage/Usage Fees

eSignature Business Pro for State and Local Government - Envelope: \$7.20

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/legal/terms-and-conditions/msa/pub-sec> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

Customer Data uploaded into a DocuSign eSignature Government Product will be hosted within DocuSign's FedRAMP Moderate authorized boundary. "FedRAMP" means the Federal Risk and Authorization Management Program.

DocuSign eSignature Government Products (but not CLM Government Products) include features and functionality that allow Customers to connect to other DocuSign products or to third-party products or services for interoperability purposes. Interoperability refers to multiple computer systems that are connected in a manner that allows them to exchange information. DocuSign eSignature Government Product features allowing for interoperability currently include DocuSign Payments, Comments and Agreement Actions. A complete list of interoperable eSignature Government Product features can be found at <https://www.docusign.com/legal/terms-and-conditions/esignature-interoperable-features>.

These features are disabled by default for new customers but can be enabled by Customer request. Customers may also use "connectors" to connect DocuSign eSignature Government Products or CLM Government Products to other systems to exchange information. For example, a DocuSign/Salesforce Connector can be used to connect DocuSign eSignature Government Products to a Salesforce product so that information may be exchanged between the two connected systems.

If Customer chooses to connect DocuSign eSignature Government Products to any other DocuSign product or to any third-party products or services, Customer authorizes DocuSign to export Customer Data outside of DocuSign's FedRAMP Moderate authorized boundary for the processing and use of Customer Data by Customer, DocuSign, and/or such third parties (as applicable). For clarity, where Customers connect DocuSign eSignature Government Products with any other products or services (including but not limited to by use of Payments, Comments, Connector or Agreement Action functionality), DocuSign disclaims all liability for FedRAMP control compliance or Customer's obligations relating to Customer Data exported from DocuSign's FedRAMP Moderate authorized boundary.

Billing Information

Prices shown above do not include any sales, use, value added (VAT), goods and services (GST), and/or any other similar taxes, duties, levies and or charges of any nature that might be imposed or required to be collected (collectively "taxes") by Docusign. Any such taxes are the responsibility of the Customer and will appear on the final invoice(s), as applicable. Taxes are calculated based on the ship-to location listed on your order form.

Invoice(s) for this order will be emailed automatically from invoicing@erp.docusign.com.

Please make sure this email address is on an approved setting or safe senders list, so notifications do not go to a junk folder or get caught in a spam filter.

For U.S. Customers

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to

taxexempt@docusign.com.

For Non U.S. Customers

Verify that the VAT, GST, TIN, or similar tax identification number below is correct, or provide the correct number to your Docusign contact. If the VAT, GST, or TIN identification number is not populated below, it will be assumed that you are not a VAT/GST registered taxpayer.

VAT, GST, TIN or similar tax identification number:

For other tax exemption requests, please email the applicable tax exemption documentation to taxexempt@docusign.com.

Purchase Order Information

Is a Purchase Order ("PO") required for the purchase or payment of the products on this Order Form?

Please select: Yes No

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If “Yes” is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to Docusign at its earliest convenience by sending to POSubmission@docusign.com referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:

Name:

Job Title:

Date:

**Docusign,
Inc.**

Signature:

Signed by:

Name:

Job Title: Sr. Manager, Revenue Operations

Date: November 12, 2024

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**MASTER SERVICES AGREEMENT AND ORDER FORM BETWEEN THE CITY OF
MILTON AND DOCUSIGN, INC.**

ADDENDUM NO. 1

This Addendum, executed this _____ day of _____, 2024 (the “Effective Date”) supplements that certain Master Services Agreement and Order Forms (collectively known as the “Agreement”) between **DOCUSIGN INC.**, a Delaware corporation (“Service Provider”) with a Start Dates of September 1, 2024 and October 1, 2024, and the **CITY OF MILTON**, a political subdivision of the State of Georgia (“Customer”), of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum. All provisions not specifically addressed herein shall be as set forth in the Agreement.

2. Sovereign Immunity; Indemnification.

Nothing contained in the Agreement shall be construed to be a waiver of Customer’s sovereign immunity or any individual’s qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

3. Confidentiality.

Service Provider acknowledges that Customer’s disclosure of documentation is governed by Georgia’s Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

4. Ethics Code; Conflict of Interest.

Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement. Service Provider and the Customer acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or

official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Service Provider and the Customer further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Service Provider or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

[signature page follows]

IN WITNESS WHEREOF Customer and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER:

DOCUSIGN, INC.

Signed by:
By: Jessica O'Connor
Print Name: Jessica O'Connor
Title: Sr. Manager, Revenue Operations

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by: Jennifer McCall 11/13/2024
City Attorney Date