

# FINANCE AND PERSONNEL COMMITTEE

City of Kaukauna  
**Council Chambers**  
Municipal Services Building  
144 W. Second Street, Kaukauna



Monday, December 02, 2024 at 6:15 PM

## AGENDA

### In-Person and Remote Teleconference via ZOOM

1. Correspondence.
2. Discussion Topics.
  - [a.](#) Community Enrichment Refund Policy.
  - [b.](#) Social Media Management Tool Request.
3. Adjourn.

## NOTICES

Notice is hereby given that a majority of the City Council will be present at the meeting of the Finance and Personnel Committee scheduled for Monday, December 2, 2024 at 6:15 P.M. to gather information about a subject over which they have decision making responsibility.

**IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.**



## **MEETING ACCESS INFORMATION:**

You can access this meeting by one of three methods: from your telephone, computer, or by an app. Instructions are below.

To access the meeting by telephone:

1. Dial 1-312-626-6799
2. When prompted, enter Meeting ID 234 605 4161 followed by #
3. When prompted, enter Password 54130 followed by #

To access the meeting by computer:

1. Go to <http://www.zoom.us>
2. Click the blue link in the upper right hand side that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow Zoom to access your microphone or camera if you wish to speak during the meeting

To access the meeting by smartphone or tablet:

1. Download the free Zoom app to your device
2. Click the blue button that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow the app to access your microphone or camera if you wish to speak during the meeting

\*Members of the public will be muted unless there is an agenda item that allows for public comment or if a motion is made to open the floor to public comment.\*



# MEMO

## FINANCE AND PERSONNEL COMMITTEE

To: Finance and Personnel Committee  
From: Terri Vosters, Community Enrichment & Recreation Director  
Date: November 18, 2024  
Re: Refund policy

**Discussion:** The Recreation Division of Community Enrichment recommends adding a cancellation/refund/ transfer policy to its programs. Staff have researched several other municipal recreation departments to decide what we believe is best for our residents.

1. Cancellations may occur up to one week before the activity's start date. Participant must call or visit the KRD office 920-766-6335 to cancel an enrollment. A \$5 per class per participant cancellation fee will be charged with the balance of the fee being credited to the account. We do not refund in cash when the cancellation is made by the participant. Credit will remain on account for two years after the issue date.
2. A full refund will be credited or issued to the participant if a program, date, or time change is changed by KRD and the participant is unable to take part due to that change.
3. Full refunds will be issued 1-week prior to the registration deadline.
4. Refunds will not be issued after a program has started or deadline has been reached.
5. A full refund will be issued if the participant becomes ill/injured. A doctor's statement will need to be presented with dates concurring with the program.
6. Pool passes will not be refunded.
7. Team fees will not be refunded unless another team can take a spot in the league. Refunds will not be issued after schedules have been completed.

8. Participants wishing to change/transfer class/day/time-if there is availability may do so with a \$5 transfer fee which will need to be paid before the transfer can be made.

9. Tickets are non-refundable.

**Strategic Plan:** N/A

**Budget impact:** Minimal impact on residents and revenue for the Recreation Division.

**Recommendation:** Approval of the proposed cancellation/refund policy above.





# MEMO

## Human Resources

To: Finance and Personnel

From: Andrea Fencl, Marketing and Communications Manager

Date: 12.3.2024

Re: Social Media Management Tool Request

### Background information:

What are social media management tools:

*Social media management tools enable you to manage all your social media accounts from a single interface or tool. They're focused on making all parts of social media management easier for marketers, from engaging with your audience, to scheduling and publishing content and analyzing data and generating reports.*

Benefits of a social media management tool:

- Manage multiple accounts across various platforms in one spot
- Have all messages and comments come to one inbox, can be easily shared and assigned to people for easier responses
- Schedule content in advance and use optimal days/times for greater visibility
- Keep track of all analytics in one space with one cohesive format
- Keep an eye on competition and see how other municipalities' posts compare
- Save time posting:
  - Canva integration
  - AI text suggestions for alt text and captions
  - Post to multiple platforms at the same time

How many profiles and platforms the Library, Community Enrichment, and MSB manage.

- Library: Instagram, Facebook, LinkedIn, TikTok
- Community Enrichment: Facebook profiles: Recreation, 1000 Islands Environmental Center, Grignon Mansion, Live! from Hydro Park, Farmers Market, Electric City River Jam. Instagram profiles: Recreation, Grignon Mansion, Live! from Hydro Park

- Municipal Services Building/City Hall: Facebook, Instagram, LinkedIn

Social Media Management Tools evaluated:

- Quoted for 5 users (2 for City Hall, 1 for Library, 2 for Community Enrichment)

<b>Sprout Social</b>	<b>Hootsuite</b>	<b>HubSpot</b>
<ul style="list-style-type: none"> <li>• Unlimited # of profiles</li> <li>• Professional plan</li> <li>• Cost for 3-year contract: \$9,468/yr</li> </ul>	<ul style="list-style-type: none"> <li>• Unlimited # of profiles</li> <li>• Business plan</li> <li>• Cost for 3-year contract: \$12,248/yr</li> </ul>	<ul style="list-style-type: none"> <li>• Works as a customer management software</li> <li>• 2,000 subscribers</li> <li>• Cost for 1 year, no 3-year contract: \$13,680</li> </ul>

### **Strategic Plan:**

A social media management tool will improve external communication by:

- Improving process efficiencies
- Providing a best time to post based on our specific audiences (ensuring our posts are being seen)
- Providing analytics in one space so we can see what kind of posts do well (higher performing posts informs the algorithm that it should continue to show our posts to others, which also boosts the number of times our posts are being seen)
- Gathering direct messages and comments on our posts into one place so we can better answer relevant questions

This tool will also help improve internal communication by:

- Giving us the ability to assign people to various comments and messages we receive

Each social media platform (Instagram, Facebook, and LinkedIn) also contributes to the Strategic Plan initiatives. Having a social media management tool will enhance the impact these platforms have on the Strategic Plan overall.

**Budget:** \$9,468/yr, charged annually for three years (\$10,000 was included in the 2025 budget for this tool)

### **Staff Recommended Action:**

To approve the request to allow the Marketing and Communications Manager to enter into a 3-year contract with Sprout Social.

# Service Order



Item 2.b.

Service Order Information		
Agreement For City of Kaukauna	Subscription Start Date December 13, 2024	Subscription End Date December 12, 2027

Billing Information	
Billing Street 144 W 2nd St	Billing Email
Billing City Kaukauna	Billing Method ACH
Billing State/Province Wisconsin	Billing Frequency Annual
Billing Country United States	Net Terms Due on receipt
Billing Zip/Postal Code 54130	Payment Portal Used?

Products	Quantity
Professional Plan	1.00
Unlimited Profiles	1.00
Additional Users	4.00
Onboarding Standard	1.00

Total Investment: USD 28,404.00

## Tax Exemption Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Subscriber and will appear on the final invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please complete the following:

Tax Exempt ID:

## Purchase Order Information

Is a Purchase Order (PO) required to be attached to this Service Order for the purchase or payment of the products on this Service Order?

**Please select Yes or No:**

If yes, please complete the following:

PO Number:



# Service Order



Item 2.b.

## Terms and Conditions

This Service Order is governed by, and the Services are provided subject to, the terms and conditions of the Terms of Service, which includes the respective Product- Specific Terms, available for review at [sproutsocial.com/terms/](https://sproutsocial.com/terms/) ("Agreement") and is expressly incorporated by reference into this Service Order. All defined terms shall have the meaning ascribed to them in the Agreement. Any terms or conditions listed on Subscriber's purchase order or other similar document that Sprout Social does not specifically and expressly accept in writing are hereby rejected.

Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Except as otherwise expressly stated in the Agreement, all fees paid hereunder are nonrefundable and all subscriptions purchased herein are non-cancelable.

All fees set forth in this Service Order do not include applicable taxes that may apply.

**This Service Order and the Services set forth herein, including any additional users and any other add-ons added during the subscription term, will automatically renew for additional periods equal to the length of the subscription term set forth above unless either party provides written notice to the other party at least 30 days prior to expiration. Subscriber must email its Customer Success Manager or <mailto:successteam@sproutsocial.com> to provide such notice.**

Sprout Social or its Affiliates, may use Subscriber's name or logo on its or their website(s) or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social and its Affiliates, as applicable, will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Subscriber acknowledges and agrees that Sprout Social shall have the right to access its account for the purposes of onboarding, implementation, and/or initial product training. Such services shall be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Subscriber - City of Kaukauna		Sprout Social, Inc.	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

**Government Entity Addendum to the Sprout Social, Inc. Agreement**  
**(Applicable to U.S. Federal, State and Local Government Entities)**

This Addendum is between Sprout Social, Inc. (“**Sprout Social**”) and the United States federal government entity, state or local government entity, state university, or otherwise publicly funded entity (the “**Government Entity**” or “**Subscriber**”) that uses or has access to the Services per the terms and conditions governing Government Entity’s use of the Services (“**Agreement**”) and a Service Order, if applicable. In addition to the Agreement, by using or accessing the Services Subscriber also agrees to this Addendum.

This Addendum modifies the Agreement between Sprout Social and the Government Entity (collectively, the “**Parties**”) as set forth herein. The Parties agree that such modifications to the Agreement are appropriate to accommodate the Government Entity’s legal status, its public (in contrast to private) mission, other special circumstances and, as may be applicable, the requirements under U.S. federal or state procurement law. Except as expressly provided herein, this Addendum does not otherwise modify or supersede the provisions of the Agreement. Capitalized terms that are not expressly defined in this Addendum have the meanings given to them in the Agreement.

1. **Government Entity.** The Agreement and this Addendum shall not apply to, or bind in their individual capacity, (i) the individual(s) who utilize the Services on the Government Entity’s behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Government Entity. Sprout Social will look solely to the Government Entity to enforce any violation or breach of the Agreement by such individuals, subject to applicable law. Free trials, if any, offered to the Government Entity are not for the benefit of any individual government employee or personnel, and the Government Entity’s use of a free trial shall not create a conflict of interest or adversely impact Sprout Social’s ability to sell Sprout Social’s Services to Government Entity.
2. **Public purpose.** Any requirement(s) set forth in the Agreement that use of the Services be limited to private, personal and/or non-commercial purposes is hereby waived.
3. **Fees and Taxes.** Sprout Social understands that the Government Entity may be subject to applicable laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes. In such event, the applicable laws shall take precedence over any conflicting terms in the Agreement. If early termination is required under applicable law, the Government Entity may terminate the applicable Service Order prior to the subscription term end date with no penalty, and in such event no refund will be provided to the Government Entity and all amounts due for the full subscription term will remain due and payable to Sprout Social. If the Government Entity is tax-exempt, the Government Entity must provide a current and valid applicable tax exemption certificate to [billingteam@sproutsocial.com](mailto:billingteam@sproutsocial.com) upon signing this Addendum or before an invoice generated.
4. **Subscriber Content.** For the purposes of this Addendum, “Content” or “Subscriber Data” shall refer to information, data, content, messages and other materials that the Government Entity or its users post or otherwise transmit via the Services.
  - 4.1 **Service of the Public.** Sprout Social agrees that the Government Entity may distribute or otherwise publish, via the Services, Content which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the Content relates to the Government Entity’s mission and complies with applicable law and any requirements set forth in the Agreement relating to the Content.
  - 4.2 **Upload and Deletion.** The Parties understand and agree that the Government Entity is not obligated to provide any Content, and the Government Entity reserves the right to remove any and all of its Content at its sole discretion, subject to the data deletion and retention practices described in the Agreement.
  - 4.3 **No Endorsement by U.S. Federal, State, and Local Government Entities.** Sprout Social agrees that seals, insignia, trademarks, logos, flags, program identifiers, service marks, trade names, and use of the Services, shall not be used by Sprout Social in such a manner as to state

or imply that the Services are endorsed, sponsored, or recommended by any U.S. federal, state, or local government entity. Except for pages, screens and other Content whose design and substance is under the control of the U.S. federal government, state, or local government entity, or for links to or promotion of such pages, screens or Content, Sprout Social agrees not to display any U.S. federal, state, or local government seal, insignia, logo, flag, program identifier, service mark or trade name on the Sprout Social website, unless permission to do so has been granted by the U.S. federal, state, or local government entity or by other relevant federal or state government authority. Sprout Social may use the U.S. federal, state, or local government entity's name in a publicly available customer list, including in earnings calls and associated reports, so long as the name is not displayed or used in a more prominent fashion than that of other customer names.

**4.4 Name and Logo Use of State Universities.** If agreed in the applicable Service Order, Sprout Social may use the State University's name and logo in its marketing materials and in a publicly available customer list, including in earnings calls and associated reports, subject to the State University's logo use guidelines provided to Sprout Social in writing.

**5. Indemnification and Liability.** All provisions of the Agreement whereby the Government Entity indemnifies Sprout Social are deleted and replaced with the following:

"To the extent prohibited by applicable law, the indemnity obligations do not apply to the Government Entity and are deleted from the Agreement. In the event of any third-party claim brought against Sprout Social or its Affiliates, or each of its and their respective officers, directors, employees, agents, successors, or assigns that arises from (a) the Government Entity's breach of the Agreement; or (b) the Government Entity's use of the Services in a manner that infringes or misappropriates the intellectual property rights of a third party, Sprout Social shall have the right to take any Corrective Measures without liability. For the purposes of this Addendum, "**Corrective Measures**" includes: (i) suspension of the Government Entity's access to the Services; (ii) removal of the allegedly infringing items from Sprout Social's Services; (iii) any other action Sprout Social deems, in its reasonable discretion, likely to limit its liability with respect to third-party claims. Sprout Social's right to take Corrective Measures is in addition to, and does not limit, any other remedies available to Sprout Social under the Agreement. Notwithstanding anything to the contrary in the Agreement, (a) the Government Entity shall retain the right, in its sole discretion and at its sole cost, to appoint its own counsel in connection with any Claim arising from the Agreement, and (b) a United States federal government entity's liability for any claim arising from the Agreement or this Amendment shall be determined under the U.S. Federal Tort Claims Act, or other U.S. governing authority. Any language in the Agreement requiring the Government Entity to pay Sprout Social's attorneys' fees is hereby waived."

**6. Governing Law, Jurisdiction, and Venue.** Provisions in the Agreement related to governing law, jurisdiction, and venue are deleted and replaced with the following:

"For United States federal government entities, the Agreement and this Addendum shall be governed, interpreted, and enforced in accordance with the federal laws of the United States of America; jurisdiction shall be in U.S. federal courts; and venue will be the U.S. federal courts in Cook County, Illinois. For state and local government entities, state university entities, and other publicly funded entities, the Agreement and this Addendum shall be governed, interpreted and enforced as required by applicable state law; and jurisdiction and venue shall be designated as required by applicable state law."

**7. Arbitration and Mediation.** If mutually agreed in writing, the Parties may elect to use alternative dispute resolution (ADR) methods. The Parties expressly disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods to the Agreement.

**8. Automatic Renewal of Subscription.** Provisions in the Agreement related to an automatic renewal of the Services purchased by the Government Entity after the subscription term end date in the then-current Service Order are hereby deleted and shall not apply.

- 9. Access and Use.** Sprout Social acknowledges that the Government Entity's use of the Services may energize significant citizen engagement. Notwithstanding anything to the contrary in the Agreement, Sprout Social may unilaterally terminate the Services and/or terminate the Government Entity's account only for (i) breach of the Government Entity's obligations under the Agreement, (ii) its material failure to comply with the instructions and guidelines posted on the websites of the Services (provided that Sprout Social will provide the Government Entity with a reasonable opportunity to cure any breach or failure on the Government Entity's part), (iii) the Government Entity's use of the Services in a manner that infringes or misappropriates the intellectual property rights of a third party, or (iv) if Sprout Social reasonably determines the Government Entity is acting, or has acted, in a way that could present substantial reputational harm to Sprout Social or its current or prospective partners or customers, or if Sprout Social ceases to operate any Services generally.
- 10. FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, Sprout Social acknowledges that the Government Entity may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act (FOIA) or other applicable public disclosure laws. Sprout Social acknowledges that Confidential Information, including terms and conditions of the Agreement, Service Orders, Statements of Work, and other attachments, may be disclosed to third parties upon request solely to the extent compelled by FOIA or other applicable public disclosure laws; provided that, prior to any such disclosure, the Government Entity provides written notice of such disclosure (to the extent legally permitted) and permits Sprout Social to contest the disclosure at its own cost.
- 11. Precedence, Further Amendment, and Termination.** If there is any conflict between this Addendum and the Agreement, this Addendum shall prevail. This Addendum may only be modified upon a written amendment executed by both Parties. The Government Entity may close its Account and terminate the Agreement at any time, but the Government Entity shall not be entitled to a refund of any fees paid and all remaining fees related to the Subscription Term shall remain due and payable.

The Parties' authorized signatories have duly executed this Addendum as of the last date of signature below (the "**Effective Date**").

**GOVERNMENT ENTITY:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SPROUT SOCIAL, INC.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_