

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Customer Service Management application

Exact Wording for the Agenda:

Resolution authorizing the City of Huntsville to enter into an agreement with SeeClickFix for Customer Service Management application.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Select...

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$13,000.00

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 9/26/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 9/26/2013

Department Contact: Sharon King

Phone # 256-427-5004

Contract or Agreement: Contract

Document Name: SeeClickFix Service Agreement

City Obligation Amount: \$13,00.00

Total Project Budget: \$13,00.00

Uncommitted Account Balance:

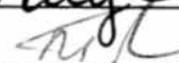
Account Number:

Procurement Agreements

Select...	Not Applicable
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		
2) Legal	Mary C. Cates	9/25/2013
3) Finance		9/25
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and SeeClickFix, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as Agreement Between the City of Huntsville and SeeClickFix consisting of six (6) pages with the date of September 26, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of September, 2013.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 26th day of September 2013.

Mayor of the City of
Huntsville, Alabama

SeeClickFix

Wednesday, September 25, 2013

Kelly Cooper Schrimsher
Office of the Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Dear Kelly,

Thank you for partnering with SeeClickFix. We value your business and hope to serve you for many years to come. This agreement is for services to be provided to the City of Huntsville.

If you have any questions please call me at 203-752-0777 or send an email to jeffm@seeclickfix.com. Again, thank you for your business and we look forward to working with you.

Sincerely,

Jeff Mooney
Partnership Development Director
E: jeffm@seeclickfix.com
O: 203.752.0777
C: 860.670.2380

SeeClickFix

746 Chapel Street, New Haven CT 06510
Phone 203.752.0777 www.seeclickfix.com

SERVICES AND PRICING: ORDER FORM

EFFECTIVE DATE: DATE SIGNED

The table below lists your SeeClickFix service

Hosted CRM Service with Unlimited Admin Dashboard User Accounts

SERVICES	
SeeClickFix Plus CRM – Unlimited Admin CRM/Mobile User Accounts	12 Month(s)
SeeClickFix will build, place and maintain marketplace applications (iPhone and Android) that are listed under the City's brand name and description (e.g. DC311, Minneapolis 311 or Houston 311). Platform includes a mobile web service.	12 Month(s)
Ability to add custom buttons to your mobile app, and change buttons in real-time (e.g. Mayor's blog, City Council, Things to do, Recycling, Call the City, etc.)	12 Month(s)
Option to embed partnership interactive map and text widgets into City web site .	12 Month(s)
Option to integrate SeeClickFix into the City's Facebook Page via our Facebook App	12 Month(s)
Customize City's service request categories (and secondary questions) that citizens must choose from to align with City departments and routing structure.	12 Month(s)
Service requests for each category automatically routed to the department/individual(s) that can best assess and address the issue. Ability to associate a service-level agreement (SLA) specific to each service request category.	12 Month(s)
Customized automated emails sent to citizens after they have submitted an issue. The messaging can be unique for each City category. All citizens following an issue can also automatically receive an update when the issue is acknowledged or closed.	12 Month(s)
Access to our easy-to-use CRM to acknowledge an issue once it is reported and control when an issue's status is closed. Staff can also assign issues to specific Admin users. Admin users are notified when they have been assigned a request, and can view their assigned issues via our Admin Dashboard or our mobile apps using the "Messages" function when logged in as an Admin user.	12 Month(s)
Generate dashboard maps and reports for municipal staff that reflect issues reported and their status (open, acknowledged, and closed). Ability to set up "geographies" (for example, different wards for the city).	12 Month(s)
City notices functionality for Reverse 311 notifications.	12 Month(s)
Knowledge Base - Allows your team to create and manage a searchable Knowledge Base of frequently asked questions that can be leveraged by all departments to maintain a centralized database of FAQs, embedded on your web site, and added as a button to your mobile app.	12 Month(s)
Field App – Ability to create up to 5 Quick Report web apps for staff in the field (e.g. one button reporting of illegal dumping for sanitation team, Ability to view all issues on a map and close issues from the field).	12 Month(s)
Includes 8-hours of web-based training and thereafter customer service from 9 am EST - 5 pm EST. Fees for in-person training will be charged at \$150 per hour plus expenses and fees for additional engineering work (e.g. uploading data from internal sources or creating custom impact widgets) will be charged at \$250 per hour plus expenses.	12 Month(s)

PRICING	
ANNUAL / ONE-TIME FEES	
Annual Fee with Unlimited Admin CRM/Mobile User Accounts*	\$15,000
Annual Discount*	(\$2,000)
Total ANNUAL FEE with Unlimited Admin CRM/Mobile User Accounts*	\$13,000

* Pricing effective through September 30, 2013

SeeClickFix

746 Chapel Street, New Haven CT 06510
Phone 203.752.0777 www.seeclickfix.com

Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Company: City of Huntsville, Alabama	Company:
Billing Address:	Billing Address:
City, State, Zip:305 Fountain Circle	City, State, Zip:
Name:ATTN: Kelly Schrimsher	Name:
Title: Chief of Staff and Communications	
Phone(256) 427-5006	Phone:
Fax:	Fax:
E-mail: Kelly.schrimsher@huntsvilleal.gov	E-mail:

Pay via invoice:

P.O. # (if available): _____

Pay via credit card:

CREDIT CARD INFORMATION		
<input type="radio"/> VISA	<input type="radio"/> MasterCard	<input type="radio"/> American Express
Card Number:	CW Code:	Expiration Date (MM/YYYY):
Name as it appears on the credit card:		
Amount (plus applicable sales tax):		
Company:	Name:	
Title:	Signature:	

SeeClickFix

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Terms and Conditions

This Contract is entered into as of the Effective Date between the City of Huntsville ("the City") and SeeClickFix Inc, a Delaware Corporation located at 746 Chapel Street, New Haven, CT 06510 ("SeeClickFix", and together "the Parties").

WHEREAS, the City desires that SeeClickFix provide certain software services as described herein.

WHEREAS, SeeClickFix desires to deliver such software services under the terms set forth in this Contract.

A. Term and Termination.

1. SeeClickFix and the City will promptly implement the services described in the Appendix as soon as reasonable. The initial term of this Contract will be through one (1) year following the Effective Date. This Contract will be automatically renewed on an annual basis each succeeding year. The price will be the same in Year 1 and Year 2 as defined on the Order Form. Fees for successive renewal periods starting in Year 3 may increase by up to 5% over each prior period. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term.
2. Termination for Cause. If either party fails to perform any of its material obligations under this Contract and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Contract as of the date specified in such notice of termination.
3. Survival. The following Sections of this Contract and any payment obligations hereunder shall survive any expiration or termination of this Contract: A(3), C, D, E and and F (except F.3).

B. Services of SeeClickFix. SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserve the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

C. Ownership. With the exception of City's trademarks and logos, SeeClickFix shall be the sole and exclusive owner of any and all SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of any SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the City. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

D. Exclusions of Warranties and Limitations of Liability. Except as set forth in Paragraph E. below, SEECLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CITY, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS CONTRACT

SeeClickFix

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EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SECLICKFIX UNDER THIS CONTRACT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.

E. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

The Contractor, at its sole expense, shall defend, indemnify, and hold harmless the City, its elected and appointed officials, its officers, employees, and agents (individually and collectively referred to as "City") from and against any third party claim, action, demand, suit or proceeding (collectively referred to as "Claim" herein) against City to the extent that such Claim is based upon an allegation that the Software furnished by the Contractor pursuant to this Agreement, infringe(s) on any right protected by patent, copyright, trademark, or trade secret of any third party. Contractor shall indemnify City for any judgments, settlements, loss, liability, cost, or expenses, including reasonable attorney's fees, resulting from such a Claim. Contractor's obligations under this Section are conditioned on :

- a. Upon becoming aware of the Claim, City promptly notifying Contractor in writing of the Claim;
- b. City providing to the Contractor, at the Contractor's sole expense, reasonable information in its possession and assistance as necessary to defend the Claim;
- c. City giving to Contractor sole authority and control of defense and settlement of the Claim; provided, however, that (i) Contractor shall not enter into any settlement agreement that binds the City or its use of the Software in any way without the consent of the City, which consent shall not be unreasonably withheld or delayed and (ii) City, at City's expense and discretion, may hire legal counsel of its choice to participate in an advisory capacity in discussions, negotiations, or proceedings of the Claim.

If the Software is found to infringe a patent, copyright, or trademark, Contractor, at its own expense, shall either (i) obtain rights for the City to continue using Software or (ii) modify or replace the allegedly infringing elements of the Software while maintaining substantially similar software functionality and adherence to the City's specifications, or data/informational content. If neither alternative is commercially reasonable, the infringing items(s) shall be uninstalled by the City or with the City's permission, by the Contractor, and the Contractor shall refund the amounts paid by the City for the Software, its implementation and maintenance pursuant to this Agreement.

Contractor shall have no obligation to defend, indemnify, or hold harmless the City as stated in this Section above for any Claim that is based upon (i) a alleged infringement by their Software, based on a modification made by the City or a third party that is not a subcontractor of the Contractor, where such modification gives rise to the allegation of infringement; (ii) use or combination of their Software with third party products where such use of combination results in the allegation of the infringement; or (iii) City furnished products or third party products. Third party products means any products manufactured by or provided by a party other than the Contractor. Third party products do not include components of Contractor's products that both (a) are not recognizable as standalone items; and (b) are not identified as separate items on Contractor's pricing lists, quotes, orders, or other contractual documents with the City.

F.. Governing Law and Venue

Law. The laws of United States and the State of Alabama shall govern this Contract, without regard to conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the State of Alabama and federal courts located in the State of Alabama, Northern District.

G. General

SeeClickFix

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1. Independent Contractor Relationship. SeeClickFix is acting as an independent contractor under this Contract and nothing in this Contract shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

2. Notices. Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator to team@seeclickfix.com, with an email response confirming receipt by SeeClickFix. If to City: see City Address on first page of this Contract. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

3. Amendment or Waiver. No amendment or modification of this Contract shall be valid unless it is in writing and signed by both parties.

4. Headings and Captions. The headings and captions of this Contract are included for convenience only and shall not be considered in construction of the provisions hereof.

5. Severability. If any provision of this Contract shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Contract, which shall be construed as if such invalid or unenforceable provision had never been a part of this Contract but in a manner so as to carry out as nearly as possible the parties' original intent.

6. Entire Contract. This Contract constitutes the entire Contract between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter.

7. Assignment. SeeClickFix may assign this Contract, and then notify the City within 30 days thereof.

8. Independent Contractor/ NonExclusive Relationship. The Contractor acknowledges that it is an Independent contractor and is not an agent, employee, or representative of the City Huntsville, Alabama. This Agreement for use and services is a non-exclusive relationship.

IN WITNESS WHEREOF SeeClickFix and City have caused this Contract to be executed as of the date signed by the City, which will be the Effective Date.

SeeClickFix

City of Huntsville

By: _____

By: _____

Name: _____

Name: Tommy Battle

Title: _____

Title: Mayor

Date: _____

Date: _____

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