AGREEMENT AMENDMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Amendment #: 2865-1

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND SEECLICKFIX INC.

THIS FIRST AMENDMENT is made and entered into this 2/19/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and SEECLICKFIX INC., hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section SeeClickFix Package of Agreement No. 2865, (“Agreement”), Section [amendment to section] to read as follows”

   “Adding feature to integrate with Cartegraph OMS Project.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2865 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature

Kevin Crook

Printed name

Tax ID 27-5387935

Tax ID#

2/17/2020

Date

APPROVED AS TO FORM:

Signature

William L. McClure, City Attorney

2/17/2020

Date

FOR CITY OF MENLO PARK:

Signature

Sandy Pimentel, Information Technology Manager

2/18/2020

Date

ATTEST:

Signature

Judi A. Herren, City Clerk

2/19/2020

Date
Scope of Services Agreement

SeeClickFix Inc
770 Chapel Street
New Haven, CT 06510

Prepared for:
Whitney Loy
Senior Engineering Tech
Menlo Park, California, City
701 Laurel Street
Menlo Park, CA, 94025
wjloy@menlopark.org
(650) 330-6747

Prepared by:
Andrew Shetty
Account Executive
andrews@seeclickfix.com
2033496685
**Contract Addendum**

This Contract Addendum hereby amends the agreement dated February 19, 2015 ("the Agreement"), between SeeClickFix, Inc. ("SeeClickFix") located at 770 Chapel Street, New Haven, CT 06510, and Menlo Park, California, City ("the City"), collectively ("the Parties").

This Addendum shall be effective on the date signed by the City.

Whereas the Parties wish to add the additional services included in the Order Form to their Agreement, the Parties agree as follows:

1. **INCORPORATION OF THE PREAMBLE.** The preamble above and the Order Form are hereby incorporated into this Addendum and the Agreement and made a part hereof by this reference.
2. **SERVICES AND FEES.** The additional services and fee for the SeeClickFix products and services provided to the City via this Addendum are stated in the Order Form.
3. **INVOICING.** SeeClickFix shall invoice the City upon receipt of a signed Addendum from the City.
4. **TERM.** SeeClickFix and the City will implement the services described in the Order Form immediately upon effective date of this Addendum. This Addendum will be automatically renewed on an annual basis each succeeding year. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 30 days prior to the end of the current term.

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

<table>
<thead>
<tr>
<th>SeeClickFix</th>
<th>Menlo Park, California, City</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
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<tr>
<td><strong>Date</strong></td>
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<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td>SeeClickFix Hosting integration with Cartegraph OMS</td>
<td>Quantity</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>SeeClickFix Connector for Cartegraph OMS</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL SUBSCRIPTION FEES**

$4,125.00

**TOTAL FEES**

**TOTAL ANNUAL FEES**

$4,125.00

Annual Fee is subject to 5% annual technology uplift in subsequent renewals.
## City of Menlo Park

**Scope of Services Proposal**

Effective Date: Date Signed
Valid until: February 27, 2015

## SeeClickFix Package for the City of Menlo Park

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Cost</th>
<th>Set-up Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Citizen Engagement Channels</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- City of Menlo Park branded mobile application (iPhone and Android)</td>
<td></td>
<td></td>
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<tr>
<td>- Mobile web service</td>
<td></td>
<td></td>
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<tr>
<td>- Embedded, interactive map widget/report submission form - example</td>
<td></td>
<td></td>
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<tr>
<td>- Embedded, interactive knowledge-base widget - example</td>
<td></td>
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<tr>
<td>- Facebook app - example</td>
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<tr>
<td>- All channels can allow reporting to the City or to San Mateo County</td>
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<td></td>
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<tr>
<td><strong>Hosted Citizen Relationship Management (CRM) Platform</strong></td>
<td></td>
<td></td>
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<tr>
<td>- Unlimited user accounts</td>
<td></td>
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<tr>
<td>- Mobile app CMS tools (add/change the buttons in real time)</td>
<td></td>
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<tr>
<td>- Internal routing</td>
<td></td>
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<td>- Secondary questions</td>
<td></td>
<td></td>
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<tr>
<td>- Service level agreement (SLA) tracking</td>
<td></td>
<td></td>
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<tr>
<td>- Custom, automated email templates to residents</td>
<td></td>
<td></td>
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<tr>
<td>- Robust workflow management features</td>
<td></td>
<td></td>
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<tr>
<td>- Dynamic mapping and data visualization tools</td>
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<td></td>
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<tr>
<td>- City Notices/Geo-based reverse 311</td>
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<tr>
<td>- Knowledge Base</td>
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<tr>
<td>- Insight performance reporting</td>
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<tr>
<td>- Data export features</td>
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<tr>
<td>- API license</td>
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<tr>
<td><strong>Customer service</strong></td>
<td></td>
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<tr>
<td>- Assigned implementation project lead</td>
<td></td>
<td></td>
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<tr>
<td>- 4-hours of web-training</td>
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<tr>
<td>- Set-up and User Guides</td>
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<tr>
<td>- Assigned Account Manager</td>
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<td>- Phone/Email support 9 am EST – 5 pm EST</td>
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<tr>
<td>- Public launch support</td>
<td></td>
<td></td>
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<tr>
<td>- Additional training or API consultation services available at $250/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Price – Year 1 (Knowledge Base included at no cost - $1,000 value)</strong></td>
<td>$7,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Price – Year 2 (if the City decides to continue using Knowledge Base)</strong></td>
<td>$8,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Price – Year 2 (if the City decides not to continue using Knowledge Base)</strong></td>
<td>$7,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

Jeff Mooney • SeeClickFix Government Partnerships • jefm@seeclickfix.com • 203-752-0777 ext. 17
SeeClickFix Terms and Conditions

This Contract (the "Contract") is entered into as of the Effective Date between the City of Menlo Park ("the City") and SeeClickFix Inc, a Delaware Corporation located at 746 Chapel St, 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 implement the services described in the Scope of Services 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. Fees for successive renewal periods after the second year of service may increase by up to 10% 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 Scope of Services, 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 reserves 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. 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 EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX UNDER
THIS CONTRACT.

E. Arbitration, Governing Law and Venue

1. Arbitration. The Parties agree that except for the right of either party to seek declaratory, injunctive or other
eQUITABLE relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in
connection with this Contract shall be referred to arbitration for final and binding resolution. Either party to this Contract may
initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance
with the rules of the American Arbitration Association. The arbitration shall be conducted in the City and state in which the
non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered
as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this
Section is a material term of this Contract and acknowledges that it would not enter into this Contract in the absence of this
Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will
incur damages if such representation is false.

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

F. General

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: To SeeClickFix: SeeClickFix Inc.,
Attn: Contract Administrator to team@seecklickfix.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. Publicity. The Parties agree that the Parties may reference the other party as a City or vendor, including using the
City name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the
SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix.

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

Jeff Mooney • SeeClickFix Government Partnerships • jeffm@seecklickfix.com • 203-752-0777 ext. 17
5. 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.

6. 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.

7. Counterparts. This Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

8. 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.

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

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
Name: [Signature]
Title: [Redacted]
Date: 2/19/2015
Signature: [Signature]

City of Menlo Park
Name: Clay Curtin
Title: Assistant to the City Manager
Date: 2/19/2015
Signature: [Signature]

BILLING INFORMATION (please fill in all the fields)

Client: City of Menlo Park
Billing Address: 701 Laurel Street
City, State, Zip: Menlo Park CA 94025
Billing Contact: Clay Curtin
Contact Title: Assistant to the City Manager
Contact Phone: 650-330-6615
Contact Email: cjcurtin@menlopark.org