

RESOLUTION NO. 1681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH SOCRATA,
INC FOR SOFTWARE SERVICES

WHEREAS, the City of Fife has a commitment to maintaining high quality services for the public and utilizing current technologies for the benefit of both the public and City staff; and

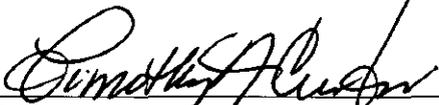
WHEREAS, the City of Fife also strives to increase transparency in government; and

WHEREAS, Socrata, Inc. offers software that would improve the City's budget document so that it can be updated in real time, hosted online, and be available at any time to both internal and external users; and

WHEREAS, this software would decrease data entry errors, and enhance the City's level of reporting; now, therefore,

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Agreement between the City of Fife and Socrata, Inc. for software services substantially in the form attached hereto as Exhibit A. The City Manager is authorized to make non-material changes to the Agreement prior to signing.

ADOPTED by the City Council at an open public meeting held on the 22nd day of September, 2015.



Tim Curtis, Mayor

Attest:



Carol Etgen, City Clerk



Quoted By: Shawn Ahmadi
 Quote #: SA1021
 Quote Date: 9/15/2015
 Expiration: 9/25/2015

Order Form for: City of Fife, WA

Customer Contact

Subir Mukerjee
 5411 23rd St. E
 Fife, WA 98424
 United States

Billing Contact

Socrata, Inc.
 83 S. King St, Suite 107
 Seattle, WA 98104
 Phone: (206) 340-8008
 Email: monzerrat.morales@socrata.com

SKU	Product Services	Term	Monthly Price	Months	Sub-Total Price
Soc-OB	Socrata Open Budget	9/23/2015-9/22/2016	\$625	12	\$7,500

SKU	Professional Services	Term	Package Price	Quantity	Sub-Total Price
PS-Apps	Application Launch Package	9/23/2015	Included	1	Included

All values quoted in USD

Pricing is valid until: 9/25/2015 at 5:00pm PST

Total Cost: \$7,500

Standard Conditions:

- By signing this Order Form, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Socrata, and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata Products and Services descriptions can be viewed in Appendix 1.
- Socrata Standard Terms and Conditions apply, and may be viewed in Appendix 2.
- The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
- Special conditions override standard conditions in the event of an inconsistency.

Special Conditions:

- Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.
- Attorneys' Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.
- Severability.** Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

By signing below, the undersigned certifies that he or she agrees to Socrata's Terms of Service and is authorized to execute this Agreement on behalf of Customer.

Socrata, Inc.

Customer

 Signature

 Name

 Title

 Date

 Signature

 Name

 Title

 Date

Appendix 1: Socrata Products Descriptions

Socrata Financial Applications

These applications are ready-to-deploy consumer apps purpose-built for specific datasets.

- **Open Budget:** A ready-to-deploy app that allows citizens to explore their government's budget, revenues and expenditures along every step of the process, and at every level of the allocation hierarchy. Users, with and without budget data expertise, are able to understand how the budget impacts their interests and their neighborhood, via an intuitive and location-aware UX. For use with Socrata Open Data Portal and as part of the Socrata Financial Transparency Suite of apps that used together, provide an end-to-end view of the flow of public money.

Socrata Professional Services Descriptions

Application Launch Package

For each of the applications:

- Creation of project charter including goals for go-live
- App Activation
- (1) Kickoff Call and weekly followup meetings through launch date
- DNS setup
- Administrative training on the app including content management
- Training and education on the app and on the data schema including supporting documentation
- Training and education on data ingress and our toolset, including DataSync™
- Data integration services within scope of total hours budgeted
- Total professional services hours not to exceed 15 hours in aggregate among Socrata staff

Appendix 2: Socrata Terms of Service

1. **Software Service.** Socrata grants Customer the right to access and use the Socrata software service up to the capacity purchased, as specified in the order form (Service). If capacity or configuration is not listed in the order, Socrata will provide capacity and configuration in accordance with its then-current published price list for product.
2. **Technical Support.** Based on the terms of the order, Socrata will provide its technical support services to Customer under its support program listed at <http://support.socrata.com/home>.
3. **Payment.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, and other similar taxes (if applicable). Client agrees to reimburse Socrata for all pre-approved reasonable out-of-pocket expenses incurred by Socrata during performance of the Services, including travel and associated expenses.
4. **Use of the Service.**
 - a. **Customer Content** means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Service or provides to Socrata (including, without limitation, any content, messages, materials, data, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials).
 - b. **Warranties by Customer.** Customer represents and warrants to Socrata that with respect to Customer Content: (i) it has the lawful right to distribute and reproduce such Customer Content under this agreement; (ii) none of the Customer Content impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity; (iii) none of the Customer Content is subject to any export control laws or regulations; (iv) there are no unsolicited promotions, political campaigning, advertising or solicitations within such Customer Content; (v) any personally identifiable information has been provided with the authorization of such person or as authorized by applicable law; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) the Customer Content will not expose Socrata or any user to any harm or liability.

c. **Restrictions on the Service.** Customer may not provide or upload any Customer Content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. The Service is not designed to process or store any information subject to HIPAA, GLB, PCI or other similar sensitive data laws. Customer must maintain the security of Customer's passwords or keys provided by Socrata to access and load Customer Content onto the Service; and accept all risks of unauthorized access to the Customer Content or other information Customer uploads to the Service. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share password or key with any unauthorized party.

d. **Grant of Rights** to Socrata regarding Customer Content. During the term of this agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, fully sublicensable, right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Customer Content in connection with the Service and to provide Socrata services to its users. Customer understands that once Customer Content is uploaded to the Service, Socrata and content users may have a limited ability to control or delete such content.

e. **No Liability for Customer Content.** Socrata has no responsibility for any Customer Content or user content posted, stored or uploaded to the Services, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity within the Service. Customer's reliance on any content that it obtains through use of the Service is at Customer's own risk. Although Socrata has no obligation to monitor any of the Customer Content or other non-Socrata provided information, **SOCRATA RESERVES THE RIGHT TO REMOVE OR EDIT ANY CONTENT WITHOUT ADVANCE NOTICE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SERVICE AT**

CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Service in violation of the foregoing violates this agreement and may result in, among other things, termination or suspension of Customer's right to use the Service.

5. **Term and Termination.** This agreement continues until all orders have terminated. If either party is in material breach of this agreement or an order, this agreement and the order will terminate at the end of a written 30-day notice period, if the breach has not been cured during such time period.

- If Customer terminates an order for an uncured material breach by Socrata; Socrata will refund any pre-paid and unused fees through the date of termination.
- If Socrata terminates an order for an uncured material breach by Customer; Customer must pay Socrata all amounts owed under the order.
- Upon termination of an order and upon request, Socrata will provide Client with access to the Service for purposes of Client exporting or downloading available datasets within the Service. After such 30-day period, Socrata has no obligation to maintain or provide Customer datasets.
- Socrata may temporarily suspend or terminate, or both, the Service if Customer's payment of any invoice is more than 10 days past due.

6. **Proprietary Rights.** Socrata retains all of its intellectual property rights in the Service and underlying software, and no rights, title or interest to the underlying software are transferred to the Customer. Socrata reserves all rights not granted. Customer may not rent, lease, resell or operate the Service as a service provider, or reverse engineer the Service. Customer must use the Service in conformance with applicable laws. Customer will treat all non-public Socrata information as confidential, and may not disclose or use that information for any purpose, other than for purposes of this agreement.

7. **DISCLAIMER.** THE SERVICE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER’S ACCESS AND USE OF THE SERVICE SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA’S REASONABLE CONTROL.
8. **LIMIT OF LIABILITY.** SOCRATA IS NOT LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS AND LOST DATA, INFORMATION OR CONTENT) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). SOCRATA’S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT WHICH GAVE RISE TO THE CLAIM.
9. **Federal Acquisitions.** The Service is a commercial product, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.
10. **Miscellaneous.** This agreement and the order form constitutes the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it. Except for the payment of monies, neither party is liable for any non-performance as a result of activities beyond its reasonable control, including without limitation force majeure events. Customer must comply with applicable export control laws. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. By submitting ideas, suggestions or feedback to Socrata regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose. This agreement is governed by the laws of the state where Customer’s primary office is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement.