Meeting Type: City Council Regular Meeting **Meeting Date:** 8/24/2023   **File ID:** 2023-604

Department: Administration

Subject: **Type of Action:**   Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Meltwater for media relations services.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: 12,000.00

Total Cost: 12,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐   District 2 ☐   District 3 ☐   District 4 ☐   District 5 ☐

Additional Comments:

RESOLUTION NO. 23-673

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 Meltwater 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 Meltwater," consisting of five (4) pages with the date of August 24, 2023, 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 of the City of Huntsville, Alabama.

        ADOPTED this the 24th day of August, 2023.

_____

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

        APPROVED this the 24th day of August, 2023.

_____

Mayor of the City of Huntsville,
Alabama

Order Confirmation

 Meltwater

Meltwater Services

Media Relations Platform

- Access to media contacts in the following country: United States
- Ability to research, organize and manage relevant media contacts and sources.
- Proprietary media contact search with relevance rankings.
- Advanced search of media contact database by journalist or publication name, location, beat, role and channel.
- Access for all Authorized Users with current access to Meltwater platform. If purchased as a standalone product without prior access to Meltwater platform, access provided for up to 5 Authorized Users
- Ability to email media outreach (pitches, press releases and media advisories) and track open rates.
- Ability to upload contacts. Customer is responsible for obtaining all required consent from such contacts where necessary.

Shareable Dashboards - Pro

- Ability to drill down on largest data points within most widgets/charts for up to 25 articles.
- Ability to save up to 100 shared dashboards.
- Ability to remove meltwater watermark/logo and replace with something else.

Meltwater Regular Americas

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater globally. Full historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only), Top reach (news only), Spike detection, Sentiment Shift, and Events (40 companies) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Meltwater Lite

President of the City Council of the City of Huntsville, Alabama
Date: 8/24/2023

1 Meltwater News US Inc. Suite 165, 555 Twin Dolphin Drive, Redwood City, CA, 94065 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
Meltwater Terms and Conditions of Use - North America - v. June 2019
www.meltwater.com

- Users: Access by up to 2 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 5 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 2 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from all sources tracked by Meltwater worldwide.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only) and Top reach (news only) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and Search Results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Global Print Media

- Global Media coverage from over 10,000 news sources globally.
- Global media feed integration powered by Moody's delivered to Meltwater Platform.

Premium Social Package

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Broadcast Local

- Streaming with monitoring coverage in the state of Alabama.
- Searchable Broadcast content database from one US state within the Meltwater Platform.
- Clips can be edited and shared with colleagues.
- Broadcast content can be added to widgets for analysis and benchmarking.

Newsletter

- Design and send branded e-Newsletters from within the Meltwater platform, containing search results and/or Customer generated content.
- Includes 1 branded, customized template and 1 pre-saved Recipient list. Pre-saved Recipient list can save up to 1,000 e-mail addresses of customers choice.
- Customer is responsible for obtaining any required consent from recipients on the Recipient list where necessary. Customer will receive one newsletter template with a maximum of three (3) revisions. Meltwater may pause Newsletter sends if unsubscribe rates trigger SPAM alerts.

2   Meltwater News US Inc. Suite 165, 555 Twin Dolphin Drive, Redwood City, CA, 94065 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
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Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Media Relations Platform	Oct 01, 2023	Sep 30, 2024
Shareable Dashboards - Pro	Oct 01, 2023	Sep 30, 2024
Meltwater Regular Americas	Oct 01, 2023	Sep 30, 2024
Meltwater Lite	Oct 01, 2023	Sep 30, 2024
Global Print Media	Oct 01, 2023	Sep 30, 2024
Premium Social Package	Oct 01, 2023	Sep 30, 2024
Broadcast Local	Oct 01, 2023	Sep 30, 2024
Newsletter	Oct 01, 2023	Sep 30, 2024

Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed,an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

Price : 12000.00 USD

Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by the terms set out in this Order Confirmation and the terms and conditions of use, located at https://www.meltwater.com/terms-of-use/northamerica/ ("Terms") (together the "Agreement"). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force and effect.

Special Terms:

Any Special Terms below shall supersede Meltwater's standard Terms of Use.

- Invoices under this Agreement will be due within 30 days of invoice date.
- This Agreement will not automatically renew.
- Invoices under this Agreement will be issued according to the following schedule: Invoice 1 in the amount of 12000.00 USD due on or before Oct 31, 2023 ;
- This Agreement will be governed by the laws of Alabama.

3 Meltwater News US Inc. Suite 165, 555 Twin Dolphin Drive, Redwood City, CA, 94065 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
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By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

<table>
<tr><td colspan="2">Customer
Name and Contact Information:</td><td colspan="2">Meltwater
Name and Contact Information:</td></tr>
<tr><td colspan="2">City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801
United States
Contact: Kelly Schrimsher
P: +1 (256) 427-5240</td><td colspan="2">Meltwater News US Inc.
Suite 165, 555 Twin Dolphin Drive,
Redwood City, CA, 94065
United States of America
FTIN number: 20-8289528 (b2b-version)</td></tr>
<tr><td>Date</td><td>8/24/2023</td><td>Date</td><td></td></tr>
<tr><td>Name</td><td>Tommy Battle</td><td>Name</td><td>Lyndsey Newton</td></tr>
<tr><td>Email</td><td></td><td></td><td></td></tr>
<tr><td>Title</td><td>Mayor</td><td></td><td>Aug 22, 2023</td></tr>
<tr><td>Signature</td><td></td><td></td><td>Lisa Shehan
Lisa Shehan
Lisa Shehan (Aug 22, 2023 12:24 EDT)</td></tr>
</table>

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