

File ID: TMP-3233

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 8/10/2023

**Department:** Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Biddle Consulting Group, Inc. for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software.

Resolution No.

## **Finance Information:**

Account Number: 1000-42-42100-515370-00000000

City Cost Amount: \$14,985.00

**Total Cost:** \$14,985.00

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

**Resolution #:** NA

Address: NA

Location: (list below)

**District:** District 1 District 2 District 3 District 4 District 5 D

Additional Comments: NA

Huntsville, Alabama

## RESOLUTION NO. 23-

**NOW THEREFORE BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville and Biddle Consulting Group, Inc. for the right to use the TestGenius (which may include license for CritiCall and/or OPAC and/or C4 dispatching and skills testing) software on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as <u>"Agreement between the City of Huntsville, Alabama and Biddle Consulting Group, Inc.),"</u> consisting of a total of <u>three</u> (3) pages with the date of the <u>August 10, 2023</u>, 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 <u>10th</u> day of <u>August</u> 2023.

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

APPROVED this the <u>10th</u> day of <u>August</u> 2023.

Mayor of the City of Huntsville, Alabama Online TestGenius Terms of Use

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6. TERMINATION. This License is effective until terminated. Either party can terminate this Agreement by providing a written notice of termination to the other party. This License will terminate automatically without notice from Biddle Consulting Group, Inc. if the licensee fails to comply with any provision of this License.

7. GOVERNING LAW. The laws of the State of Alabama govern this Agreement.

8. ELECTRONIC SIGNATURE. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

LIMITED WARRANTY. Biddle Consulting Group, Inc. warrants that, for a period of thirty (30) days from the date of delivery, the SOFTWARE will perform substantially in accordance with the Operator's Manual and that the media on which the SOFTWARE is fixed will be free from defects in materials and workmanship under normal use and service. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse or misapplication. This limited warranty provides the licensee specific legal rights.

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NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Biddle Consulting Group, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the SOFTWARE, even if Biddle Consulting Group, Inc has been advised of the possibility of such damages.

Should there be any questions concerning this Agreement, contact BCG at 193 Blue Ravine Road, Suite 270, Folsom, CA 95630. www.biddle.com : www.testgenius.com : staff@biddle.com : 916-294-4250

Michael Callen, VP of Products Date: 7/25/2023

Customer Entity Name: City of Huntsville

Signature:

Date: \_\_\_\_







Tenya Green HR Admin Manager City of Huntsville (AL) Police & Fire

3-Year Renewal Quote with Payment Installments Each Year	
SUBSCRIPTION RENEWAL INFO	DATE INFO
TestGenius/CritiCall Skills Testing Allows your organization to administer an unlimited number of online tests to an unlimited number of dispatch job candidates, remotely and/or onsite.	Total Subscription Period: 8/26/23 – 8/25/26
<b>Year 1</b> to be billed in the amount of \$4,995.00 on or before: 8/25/23	Year 1 Subscription Period: 8/26/23 – 8/25/24
<b>Year 2</b> to be billed in the amount of \$4,995.00 on or before: 8/25/24	Year 2 Subscription Period: 8/26/24 – 8/25/25
<b>Year 3</b> to be billed in the amount of \$4,995.00 on or before: 8/25/25	Year 3 Subscription Period: 8/26/25 – 8/25/26
Elite Premium Client Support Includes unlimited client & candidate support, training, updates & upgrades.	Included w/Total
Total Cost	\$14,985.00
Billing Terms	Net 30
Renewal Quote Valid Through	8/25/23

Renewal Approved By: \_\_\_\_\_

(please print)

Date:

Danny Thompson | TestGenius Client Relations