RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES ENGAGEMENT (AGREEMENT) WITH
GOVERNMENT OUTREACH TO PROVIDE A CITIZEN REQUEST
MANAGEMENT SYSTEM

WHEREAS, on July 11, 2006, the City Council adopted Resolution No. 06-0358,
approving findings, declaring an exception to the competitive bidding process, and
authorizing the use of the Request for Proposal ("RFP") to purchase a uniform, city-wide
system for gathering information from citizens and responding to outside inquiring and
requests; and

WHEREAS, Government Outreach was recommended as the vendor of choice by
the City’s Selection Committee; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. That the scope of services contained in the proposal submitted by
Government Outreach to PROVIDE CITIZEN REQUEST MANAGEMENT SYSTEM
(CRMS) FOR THE CITY OF STOCKTON, CALIFORNIA (PUR 06-072) are incorporated
herein by reference and are hereby approved and accepted.

2. That said service is hereby authorized, and the City Manager is hereby
authorized and directed to enter into a five-year agreement on behalf of the City of
Stockton, with Government Outreach to provide a citizen request management system
with the agreement being renewed for subsequent years contingent upon the City of
Stockton Council's adoption of the budget and appropriation of funds, unless either party
gives at least One Hundred Twenty (120) days' prior written notice of non-renewal.

3. That the City Manager is hereby authorized and directed to record any and
all appropriations and transactions that may be necessary and appropriate to secure the
products and services from Government Outreach.

City Atty
Review LSW
Date November 21, 2006
4. That the City Manager is hereby authorized and directed to take all appropriate actions necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED ___________.

NOV 28 2006

ATTEST:

EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
EXHIBIT “A”
TERMS AND CONDITIONS OF PURCHASE ORDER FOR
GOVERNMENT OUTREACH GO CITY CRM SOLUTION

THIS PROFESSIONAL SERVICES ENGAGEMENT, hereinafter referred to as “Agreement” is made and entered into by and between GOVERNMENT OUTREACH, a California Corporation, hereinafter referred to as “GO”, and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as “CITY.”

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 1
SCOPE OF SERVICES

A description of the services to be provided is contained in the “Scope of Services” and attached hereto as Exhibit “1” and is incorporated herein by this reference.

Section 2
LICENSE

CITY agrees to the license terms of the “Government Outreach GoCity User Agreement,” which is attached hereto as Exhibit “2” and incorporated herein by reference.

Section 3
COMPENSATION

Compensation shall be as set forth in Exhibit “3,” which is attached hereto and is incorporated herein by this reference.

Section 4
TERM

The term of this Agreement shall commence December 1, 2006, and shall continue for a five-year period. This Agreement may be renewed for subsequent years by City of Stockton Council adoption of the budget and appropriation of funds, unless either party gives at least One Hundred Twenty (120) days prior written notice of non-renewal.

Section 5
PAYMENT FOR SERVICES

Upon successful completion of implementation and training, GO shall submit an invoice to CITY. Within thirty (30) days of receipt and approval of invoice, CITY will pay GO for services rendered. CITY shall pay GO for the twelve (12)-month subscription service for “Government Outreach GO City CRM Service” in advance. Advance payments may be made in six (6)-month or yearly installments at CITY’s choosing.

Section 6
TIME OF PERFORMANCE

Time is of the essence in the performance of services under this Agreement and any timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with the terms of this Agreement. GO shall complete implementation and training services set forth in Exhibit A according to a schedule mutually agreed to by the parties. Any services for which times for performance are not specified in this Agreement shall be commenced
and completed by GO in a reasonably prompt and timely manner based upon the circumstances and direction communicated to GO.

Section 7
TERMINATION OF CONTRACT

Either party shall have the right to terminate this Agreement at any time upon giving the other party written notice of its intention to terminate sixty (60) days prior to the effective date of said termination. CITY shall pay GO for all services satisfactorily performed pursuant to this Agreement up to the date of termination. GO shall refund CITY any unused portion of its subscription payment.

Section 8
NOTICES

Any notice, tender, delivery, or requests for payment to be given to any party herein in connection with this Agreement may be effected by personal delivery, in writing or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: Connie Cochran
City Hall, 2nd Floor
425 N. El Dorado Street.
Stockton, CA 95202

To GO: Kendall Smith, President
Government Outreach
2943 Victoria Meadow Ct.
Pleasanton, CA 94566

Section 9
INDEPENDENT CONTRACTOR

Nothing in this Contract shall be interpreted so as to cause GO to be considered an employee of CITY. GO is employed solely as an independent contractor to render a professional service and is responsible for all obligations consistent with that status.

Employees, subcontractors, or agents of GO shall not be recognized as having any direct or contractual relationship with the CITY. GO is responsible to the CITY for the acts and omissions of its employees, agents, subcontractors, and persons directly or indirectly employed by them.

Section 10
WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, GO shall secure at its own expense and maintain during the life of this Contract, workers' compensation coverage for its employees as necessary to protect GO and its employees under the Workers' Compensation Insurance and Safety Act, including coverage under United States Longshore and Harbor Workers' Act, when applicable. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and/or liability. GO shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said coverages are in full effect.
Section 11
INSURANCE

GO shall, at its own expense, purchase, maintain, and comply with the insurance requirements set forth in Exhibit "4," which is attached to this Agreement and incorporated by this reference.

Section 12
INDEMNIFICATION

GO shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury or damage to any person or property to the extent caused by GO's willful misconduct or negligent performance of its duties pursuant to this Agreement.

Section 13
ATTORNEY'S FEES

Any claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this Agreement may be submitted to non-binding mediation through the auspices of the American Arbitration Association prior to the initiation of any suit or other litigation. The cost of said mediation shall be split equally between the parties.

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

Section 14
NON-DISCRIMINATION

In performing services under this Contract, GO shall not discriminate in the employment of its employees or in the engagement of any Subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 15
ASSIGNMENT

GO shall neither assign nor delegate its rights and/or duties under this Contract without first obtaining CITY's written consent to the assignment and/or delegation. Any such assignment or delegation made by GO without prior written consent of CITY will render this Contract voidable at sole discretion of CITY.

Section 16
AUDITS

CITY reserves the right to periodically audit all charges made by FIRM to CITY for services under the Contract. Upon request, GO agrees to furnish CITY, or a designated representative, with necessary information and assistance.

GO agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. GO agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and
inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. GCI further agrees to maintain such records for a period of three (3) years after final payment under this Contract.

Section 17
APPLICABLE LAW

The provisions of this Agreement and any and all disputes arising therefrom shall be governed by the laws of the State of California. Venue shall be in San Joaquin County.

Section 18
CAPTIONS

The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

Section 19
SEVERABILITY

The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

Section 20
WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
EXHIBIT “1”
SCOPE OF SERVICES

GO will provide a subscription to the “Government Outreach GOCity CRM Service” – a customer support and tracking software system maintained by GO and housed on a computer server procured by GO for this purpose. GO shall provide CITY access to this service via the internet. GO is not responsible for maintaining CITY’s internet connection service.

Project Management – GO will provide Project Management Services, specifically the development of a project plan with identified CITY employees to ensure the many facets of deploying the Government Outreach CRM Services are done in a timely and coordinated fashion. CITY will make appropriate staff available to GO for the purposes of obtaining the necessary information and data required to set up and configure the system.

Training – GO will provide two types of training: (1) for users of the system that processes service requests; and (2) for users that are identified as administrators.

Customization of Screens – GO will customize up to ten screens to meet the CITY’s needs. Screen customizations include extending the data model to capture data that is unique to the CITY.

Reports and Printing – GO will develop up to five additional customized reports in addition to the standard reports available.

Public Relations Program – GO will help introduce CITY’s CRM solution to the citizens, businesses, and employees of CITY by writing press materials and pitch to the media. GO will also help position CITY as a customer service leader. Strategic Communications will be an ongoing process and will mostly be performed once the GOCity service is considered production-ready by CITY.

Integration with CITY ESRI (GIS) System – GO will integrate to CITY’s ESRI system provided it has an acceptable ArcIMS interface and is made available to GO for access. CITY understands that some additional queries may need to be deployed to support access by GO’s application. This integration is included at the price quoted, provided the effort does not exceed twenty (20) hours of effort by GO personnel.
Exhibit 2
Government Outreach GOCity User Agreement

1. License Grants. Subject to the terms and conditions of this Agreement, Government Outreach grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the GOCity Service, (b) print and display the Content, and (c) use the GOCity Materials solely in connection with the GOCity Service, all solely for Customer's own internal business operations, provided such operations shall not include commercial time-sharing, rental, outsourcing or service bureau use. The rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the GOCity Service or the GOCity Materials available to any third party other than the authorized Users of the City of Stockton, the citizens of the City of Stockton and contractors for the City of Stockton; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the GOCity Service or GOCity Materials or access the GOCity Service or GOCity Materials in order to build a similar or competitive product or service; (iii) Customer shall not disclose any review of the Government Outreach Software or GOCity Service, including but not limited to the results of any performance tests, to any third party without Government Outreach's prior written approval except where required by the Public Records Act; (iv) Customer acknowledges and agrees that Government Outreach or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof) in the GOCity Service and the GOCity Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the GOCity Service or the GOCity Materials; (v) Customer does not acquire any rights in the GOCity Service or GOCity Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Government Outreach; and (vi) this Agreement is not a sale and does not convey any rights of ownership in or related to the GOCity Service or GOCity Materials to Customer.

2. Licenses from Customer. Subject to the terms and conditions of this Agreement, Customer grants to Government Outreach and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) Customer Data solely to the extent necessary to provide the GOCity Service and GOCity Materials to Customer, and (b) any trademarks that Customer provides Government Outreach for the purpose of including them in Customer's user interface of the GOCity Service ("Customer Trademarks"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users.

3. Third Party Providers. All materials and services provided through the GOCity Service, as well as any GOCity Materials, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and consulting, training or technical support services are provided either by Government Outreach or by its respective third party manufacturers, authors, developers, vendors, and service providers ("Third Party Providers") and are the copyrighted work of Government Outreach and/or its Third Party Providers. Except where expressly provided otherwise by Government Outreach, nothing in the GOCity Service, the GOCity Materials, or the Agreement shall be construed to confer any license to any of Government Outreach's or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise. Government Outreach reserves the right to subcontract any or all services provided hereunder to third parties without prior written consent by City.
4. Term and Termination. Except as otherwise provided in an Order Form, this Agreement becomes effective on the date the Agreement is accepted and continues until termination in accordance with this section 4. In the event of any breach of this Agreement by either party, other than Customer’s failure to make payment as set forth herein, the non-breaching party shall have the right to terminate this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail and, if Government Outreach is the non-breaching party, Government Outreach may terminate Customer’s password, account, access to or use of the GOCity Service. Notwithstanding the foregoing, Government Outreach reserves the right, in its discretion, to suspend or terminate this Agreement or Customer’s password, account, access to or use of to the GOCity Service if any payment on Customer’s account becomes past due. Upon termination of this Agreement for any reason, Customer’s right to access or use Customer Data through the GOCity Service immediately ceases. At Customer’s request upon termination of this Agreement, provided Customer is not in breach of the Agreement, Government Outreach will make available to Customer a file of the Customer Data then in its possession. After a period of 30 days after such termination, Government Outreach shall have the right to delete the Customer Data without obligation to maintain or forward any Customer Data. Customer agrees that the license to Customer Data shall survive termination of this Agreement to the extent necessary for Government Outreach to retain Customer Data as set forth herein. Government Outreach reserves the right to withhold, remove and/or discard Customer Data immediately upon notice to Customer in the event of any breach of this Agreement by Customer, including, without limitation, non-payment.

5. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Government Outreach represents and warrants that (a) it will provide the GOCity Service in a manner consistent with generally accepted industry standards, (b) the GOCity Service will perform substantially in accordance with its online documentation under normal use and circumstances, and (c) the Services will be performed in a manner consistent with generally accepted industry standards.

6. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5 ABOVE, GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE GO CITY SERVICE, THE GOCITY MATERIALS, AND THE SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF SERVICE, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE GOCITY SERVICE, THE GOCITY MATERIALS, OR THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE GOCITY SERVICE, THE GOCITY MATERIALS, OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE GOCITY SERVICE OR GOCITY MATERIALS WILL MEET CUSTOMER’S REQUIREMENTS; (B) THE GOCITY SERVICE OR GOCITY MATERIALS WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA; (C) GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER’S CONFIDENTIAL INFORMATION; (D) THE OPERATION OR USE OF THE GOCITY SERVICE OR GOCITY MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (E) ANY ERRORS WILL BE
CORRECTED; (F) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE; 
(G) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL 
CUSTOMER PURCHASES OR OBTAINS THROUGH THE GOCITY SERVICE WILL MEET 
CUSTOMER'S REQUIREMENTS; OR (H) THE GOCITY SERVICE, GOCITY MATERIALS, OR 
THE SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR 
OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER 
GOVERNMENT OUTREACH NOR ITS THIRD PARTY PROVIDERS CONTROLS THE 
TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, 
AND THAT THE GOCITY SERVICE AND GOCITY MATERIALS MAY BE SUBJECT TO 
LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH 
COMMUNICATIONS FACILITIES. GOVERNMENT OUTREACH IS NOT RESPONSIBLE FOR 
ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH 
PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY GOVERNMENT 
OUTREACH, THE GOCITY SERVICE, GOCITY MATERIALS, AND ALL CONTENT, 
INCLUDING BUT NOT LIMITED TO THE GOVERNMENT OUTREACH SOFTWARE, ARE 
PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, AND ARE FOR COMMERCIAL USE 
ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE 
GOCITY SERVICE, GOCITY MATERIALS AND ALL CONTENT IS ACCURATE OR 
SUFFICIENT FOR CUSTOMER’S PURPOSES.

7. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER 
PARTY OR THE THIRD PARTY PROVIDERS EXCEED THE TOTAL AMOUNTS ACTUALLY 
PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD 
IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT 
SHALL EITHER PARTY OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR 
ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL 
DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR 
OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH 
THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE 
THE GOCITY SERVICE, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR 
OMISSION IN THE GOCITY SERVICE, THE GOCITY MATERIALS, OR THE SERVICES, 
REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR 
OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING 
SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE 
POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THIS 
SECTION 7 SHALL NOT APPLY IN THE EVENT OF CUSTOMER'S BREACH OF SECTION 1, 
TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8 BELOW, OR IN 
THE EVENT OF EITHER PARTY'S BREACH OF SECTION 9 BELOW. Certain states and/or 
jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental 
or consequential damages, so the exclusions set forth above may not apply to Customer.

Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) finally awarded against Government Outreach and its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a 
third party (i) alleging that the Customer Data or the Customer Trademarks, or any use thereof, 
infinges the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's 
breach of Section 10; provided that Government Outreach and/or its Third Party Providers (i) 
promptly give written notice of the claim to Customer; (ii) give Customer sole control of the 
defense and related settlement negotiations; (iii) provide to Customer, at Customer’s request 
and expense, all available information and assistance necessary to perform Customer’s 
obligations under this paragraph. Government Outreach shall defend and indemnify Customer 
against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’
fees and costs) finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim by a third party alleging that the Government Outreach Software directly infringes a patent, copyright, or trademark or misappropriates a trade secret of a third party; provided that Customer (i) promptly give written notice of the claim to Government Outreach; (ii) give Government Outreach sole control of the defense and related settlement negotiations; (iii) provide to Government Outreach, at Government Outreach’s request and expense, all available information and assistance necessary to perform Government Outreach’s obligations under this paragraph. Government Outreach shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Government Outreach Software other than in accordance with this Agreement; (b) the combination of the Government Outreach Software with any other products, service, hardware or business process(s); or (c) any Content or third party software products. If the Government Outreach Software or any portion of the GOCity Service is held to infringe or may be infringing, Government Outreach shall have the option, at its expense, to (x) replace or modify the Government Outreach Software or GOCity Service to be non-infringing, (y) obtain a license for Customer to continue using the Government Outreach Software or GOCity Service, or (z) terminate the GOCity Service or this Agreement and refund any prepaid unused fees for the GOCity Service. This Section 8 states Government Outreach’s entire liability and Customer’s exclusive remedy for any claim of infringement.

9. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer’s Confidential Information shall include, but not be limited to, Customer Data. A party’s Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party’s Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party’s Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Government Outreach may disclose Customer’s Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that Government Outreach has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 13 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the “responding party”) shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure, and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the responding party, nothing in this Section 9 shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information. This Section 9 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

10. Customer’s Responsibilities. Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with use of the GOCity Service, including without limitation those related to data privacy, international
communications, and the exportation of technical or personal data. Customer will ensure that any use of the GOCity Service by Customer’s Users is in accordance with the terms of this Agreement. Customer agree to notify Government Outreach immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Content. If Customer uses the GOCity Service from locations other than the location from which Government Outreach controls and operates the GOCity Service, Customer is solely responsible for compliance with all applicable laws including but not limited to the export and import regulations of other countries. Customer acknowledges and agrees that the GOCity Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the GOCity Service or information obtained through use of the GOCity Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce’s Denied Persons List or affiliated lists or on the U.S. Department of Treasury’s Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the GOCity Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The GOCity Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

11. Notices. Government Outreach may give notice by means of a general notice on the GOCity Service by written communication sent by first class mail or pre-paid post to Customer’s address on record in Government Outreach’s account information. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by email or posting to the GOCity Service. Customer may give notice to Government Outreach at any time by any of the following: letter sent by confirmed facsimile to Government Outreach at the following fax numbers to the attention of Legal Affairs: fax number 925-292-2768; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Government Outreach at the following address to the attention of Legal Affairs: Government Outreach, Inc. 2943 Victoria Meadow Ct, Pleasanton California 94566 USA. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by confirmed facsimile).

12. No Assignment. Customer may not assign this Agreement without the prior written approval of Government Outreach. Any purported assignment in violation of this section shall be void.

13. Modification to Terms. Any change to the terms and conditions of this Agreement or its policies relating to the GOCity Service must be agreed in writing by Government Outreach and the customer.

14. U.S. Government Restricted Rights. Any use of the GOCity Service by or on behalf of the United States of America, its agencies and/or instrumentalities (“U.S. Government”), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Government Outreach, Inc., 2943 Victoria Meadow Ct, Pleasanton California 94566 USA.
15. General provisions. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the GOCity Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. This Agreement, together with any applicable Order Form, represents the parties' entire understanding relating to the use of the GOCity Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. It shall not be deemed a default hereunder and neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control of such party including, but not limited to, labor disputes of any kind, acts of God, floods, fires, explosions or storms, transportation difficulties, war, terrorism, or any rule or action of any court, instrumentality or agency of federal or state or local government. No joint venture, partnership, employment, or agency relationship exists between Government Outreach and Customer as a result of this Agreement or use of the GOCity Service. The failure of Government Outreach to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Government Outreach in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process. Government Outreach reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Government Outreach.

16. Definitions

A. "Content" means the audio and visual information, documents, products and services contained or made available to Customer in the course of using the GOCity Service, excluding software products.

B. "Customer Data" shall mean any data, information or other materials, provided to Government Outreach by Customer in the course of using the GOCity Service, excluding identification and other information concerning Customer and Customer's Users.

C. "Customer Care Services" shall mean the Services provided by Government Outreach or Third Party Providers pursuant to Government Outreach's then-current Customer Care Services Policy.

D. "GOCity Materials" shall mean any materials provided or disclosed to Customer by Government Outreach or a Third Party Provider (1) in the course of performing Services other than the GOCity Service, (2) as part of an online tutorial provided with the GOCity Service, or (3) in the course of providing web seminars in which Customer or Customer's Users enroll.

E. "Order Form(s)" means the document confirming Customer's subscription for the GOCity Service and any related products or Services, in either electronic or written form. The Order Form will specify the term of the subscription, the applicable fees, the billing period, and other terms. Each such Order Form shall be incorporated into and become a part of this Agreement.
F. "Services" shall mean all services provided by Government Outreach or Third Party Providers under this Agreement, including but not limited to Customer Care Services, but does not include the GOCity Service.

G. "Government Outreach" means Government Outreach, Inc., a California corporation, having its principal place of business at 2943 Victoria Meadow Ct., Pleasanton California 94566 USA.

H. "GOCity Service" means the online customer relationship management, billing, data analysis, and other subscription services identified as such during the ordering process, including the Government Outreach Software, the Content and the third party software products provided as part of such services, operated and maintained by Government Outreach or its subsidiaries or contractors, accessible via http://govoutreach.com or another designated web site or IP address provided to Customer by Government Outreach, to which Customer is being granted access under this Agreement;

I. "Government Outreach Software" means Government Outreach's proprietary software and user interfaces made available to Customer by Government Outreach as part of the GOCity Service;

J. "User(s)" means Customer's employees, citizens, representatives, consultants, contractors or agents who are authorized to use the GOCity Service and have been supplied user identifications and passwords by Customer or on Customer's behalf;

K. "You" or "Customer" means the individual or legal entity, its directors, officers, affiliates, agents, and employees, as identified in the Order Form.
EXHIBIT “3”
COMPENSATION

GO will supply the Government Outreach GOCity CRM System software subscription to CITY at a cost not to exceed Twenty-seven Thousand Dollars ($27,000) for a twelve (12) month subscription for all CITY employees and CITY contractors. GO will start the subscription service when CITY begins its data collection process.

In the event GO seeks to raise its base price in succeeding years, GO shall produce evidence that they have experienced a cost change and by what amount their costs have changed. Negotiated annual price increases may be allowed for each subsequent year, however, at no time will any annual increase exceed the published Consumer Price Index (CPI).

GO will provide project management, training, set-up screen customizations and reports for a one time fee of Twenty Thousand Dollars ($20,000) including, but not limited to, the following:

- Project Management
- Setup, configuration and installation
- Integrated FAQ capability
- FAQ content library (1000 FAQs)
- ESRI GIS integration for mapping including council and police district look ups
- On-site training for all City employees and contractors
- Public Relations Program
- Testing and QA

Any additional integrations and customizations not previously specified and requested by CITY will be billed on a time and expense basis by GO. Any additional work must be approved in writing by CITY prior to the commencement of work.
EXHIBIT “4”
INSURANCE REQUIREMENTS

GO shall procure and maintain for the duration of the agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the GO, its agents, representatives or employees.

Minimum Limits of Insurance

GO shall maintain insurance limits not less than:

1. General liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage.

   If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation: As required by State law.

4. Professional Liability: $1,000,000 per claim

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of GO; premises owned, occupied or used by GO; and automobiles owned, leased, hired or borrowed by GO. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.

2. For any claims related to the project, GO’s insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers.

3. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of GO’s insurance and shall not contribute with it.

4. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.

5. GO’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
6. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, GO shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by GO as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

GO shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, GO shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.
**Bill To:**

Nguyet Pham  
City of Stockton, CA  
425 N. El Dorado Street, 2nd Floor  
Stockton, CA  95202

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**GOGov EIN # 83-2833905  •  Download our W9 - https://GOGovApps.com/W9**

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**TOTAL**  
$23,160.00

Quotes are for budgeting purposes only. Your invoice will be sent 45 to 60 days prior to your renewal date. If you would like to receive your quotes at a specific time of year, please email us and we will update our records.