



# City of Grand Island

Tuesday, March 24, 2009

Council Session

## Item G11

**#2009-66- Approving Government Outreach Contract for Citizen Request Management System**

Staff Contact: Paul Briseno

# Council Agenda Memo

**From:** Paul M. Briseno, Assistant to the City Administrator

**Meeting:** March 24, 2009

**Subject:** Approving Government Outreach Contract for Citizen Request Management System

**Item #'s:** G-11

**Presenter(s):** Paul M. Briseno, Assistant to the City Administrator

## Background

At the February 10, 2009 City Council meeting a presentation of the website rebuild project was given. The Citizen Request Management System (CRMS) was also presented at that time as an essential part of the project. It was discussed that the CRMS would be contracted out with a third party.

Citizen Request Management System benefits include:

- Dramatically improve service and staff efficiency
- Citizens are able to find immediate answers
- Citizens get rapid response
- Citizens receive regular updates of progress
- Staff are able to answer questions quickly
- Employees can directly enter requests received by phone, email, or in-person
- Information is kept for a comprehensive data retrieval
- Elected officials have a better understanding of the community needs and service priorities

The implementation of a CRMS provides citizens with an easy way to connect with local government and offers a means to improve the effectiveness and efficiency of programs and services. The foundation of the CRMS is to add an important tool to increase citizen engagement and improve customer service. Implementation of this system furthers the commitment that the City Administration has made to utilize technology to increase both efficiency as well as effective communication with all stakeholders.

The Council can view the podcast of CRMS benefits or view the International City/County Managers Association Report of **Customer Service and 311/CRM Technology in Local Governments: Lessons on Connecting with Citizens** by visiting ([http://icma.org/main/ns\\_search.asp?nsid=3718](http://icma.org/main/ns_search.asp?nsid=3718)) the ICMA Website

## **Discussion**

The Administration Department sent out a request for proposals on January 17, 2009 and five proposals were received on February 5, 2009. The request for proposal was also advertised in the local newspaper. After scoring RFP's and presented information, Administration is recommending a Citizen Request Management Agreement with Government Outreach, of Pleasanton, California to Council for \$5,425. This amount includes implementation and first year subscription costs through September 2009.

If this contract is approved, the City of Grand Island would be Government Outreach's first customer in Nebraska and a 39% discount would be received from the original price of \$8,925. The second year subscription costs are \$5,700 and will be budgeted in the 2009-2010 budget for council approval.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that Council approve the Citizen Request Management System contract with Government Outreach.

## **Sample Motion**

Make a motion to approve the citizen request management system contract with Government Outreach, of Pleasanton, California in the amount of \$5,425.



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
CITIZEN REQUEST MANAGEMENT SYSTEM (CRMS)**

**RFP DUE DATE:** February 5, 2009 at 4:00 p.m.

**DEPARTMENT:** Administration

**PUBLICATION DATE:** January 17, 2009

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Active Network**  
Lincoln, NE

**Government Outreach**  
Pleasanton, CA

**GovPartner**  
Cedar Rapids, IA

**WebQA, Inc.**  
Woodridge, IL

**Concate, Inc.**  
San Francisco, CA

cc: Paul Briseno, Assist. to the City Administrator  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney

David Springer, Finance Director  
Wes Nespor, Purchasing Agent

**P1319**

## **Government Outreach Order Form**

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

The Software requires information from the customer for setup and configuration as well as participation from the customer in assisting and providing data to Government Outreach for the setup and configuration of the software.

Government Outreach will provide the following items with the Software Service.

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

**Communications Program** – Government Outreach will develop a customized Communications Plan that introduces the customer service program to residents and staff via local media and Customer’s internal communications tools. Along with the plan, Government Outreach will provide related written materials, including sample news releases, newsletter articles, emails, kiosk flyers, and ideas for cable television promotional spots. Government Outreach will also devise a media outreach strategy, and draft materials that help you interest the media in the customer service success story.

**Training** – Government Outreach will provide 2 types of training. 1) for users of the system that process service requests and 2) for users that are identified as administrators. Training will be given on site for up to 2 days.

**Reports and Printing** – Government Outreach will develop up to 5 additional customized reports in addition to the standard reports available.

**Integration with Customer’s system** – Government Outreach has a web services interface that can “push” CRM data to a matching named web service provided by customer and made available through the internet to Government Outreach servers. The web service can push citizen contact information as well as description information about the complaint to the customer web service. Customer will be responsible for extracting data from the web service and inserting data into other Customer data systems. Government Outreach will work with Customer to determine what data from the CRM system should be pushed through the web service. Up to 10 hours is provided for implementation of the interface by Government Outreach personnel. Additional time will be billed at \$150 per hour. It is expected that implementation will be contained within the 10 hours provided.

**Fees** – The fees are distributed over two budget cycles. Government Outreach’s fees for the first year are Not to Exceed \$5,425 and the fees for the second year are Not to Exceed \$5,700. The fees include one-time implementation costs plus an annual subscription of the GORquest CRM Software Service.

First year implementation fees are as follows:

GORquest Setup	\$4,000
Web Service Interface	\$3,500
<b>Total Setup</b>	<b>\$7,500</b>

First year (July thru September 2009) subscription costs are as follows:

GORquest subscription fees	\$1,200
Web Service Interface:	\$225
<b>Total Subscription</b>	<b>\$1,425</b>

The total for the first year is \$8,925; however, Government Outreach will provide a discount of \$3,500 bringing the first year total to \$5,425.

Second year (October 2009 thru September 2010) subscription costs are as follows:

GORquest subscription fees	\$4,800
Web Services Interface	\$900
<b>Total Subscription</b>	<b>\$5,700</b>

Additional services performed by Government Outreach not included in this agreement, will be billed at a time and expense basis. Additional services performed by Government Outreach must be approved and in writing by Customer prior to commencement of such work.

**Schedule of Payments** – Government Outreach will invoice Customer based upon the following schedule:

- 50% of first-year implementation costs at the commencement of the project
- 50% of first year implementation cost and the first year subscription costs upon completion of training

Subscription fees will begin on July 1, 2009. In the event that the City is ready to launch the system prior to this date, Government Outreach will waive any additional subscription fees for the first year. The second year subscription fees begin October 1, 2009 and run through September 30, 2010. Subscription fees are always paid in advance and are billed annually prior to the expiration of the previous subscription period.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: Kendall Smith

Title: President

Date: \_\_\_\_\_

# GOVERNMENT OUTREACH SUBSCRIPTION 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 Government Outreach Service, (b) print and display the Content, and (c) use the Government Outreach Materials solely in connection with the Government Outreach 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 Government Outreach Service or the Government Outreach Materials available to any third party other than the authorized Users of Customer, the citizens of Customer and contractors for Customer; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Government Outreach Service or Government Outreach Materials or access the Government Outreach Service or Government Outreach 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 Government Outreach 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 Government Outreach Service and the Government Outreach Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Government Outreach Service or the Government Outreach Materials; (v) Customer does not acquire any rights in the Government Outreach Service or Government Outreach 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 Government Outreach Service or Government Outreach 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 Government Outreach Service and Government Outreach 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 Government Outreach 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 Government Outreach Service, as well as any Government Outreach 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 Government Outreach Service, the Government Outreach 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.

**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 Government Outreach 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 Government Outreach Service if any payment on Customer's account becomes 30 days past due. Upon termination of this Agreement for any reason, Customer's right to access or use Customer Data through the Government Outreach 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 60 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. Customer can backup or extract Customer Data at any time by using the Government Outreach tools or requesting a backup of Customer Data from Government Outreach provided Customer is not in breach of the Agreement.

**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 Government Outreach Service in a manner consistent with generally accepted industry standards, (b) the Government Outreach 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 GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH MATERIALS, OR THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS; (B) THE GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; OR (H) THE GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE AND GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH 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 GOVERNMENT OUTREACH SERVICE, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH 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.

**8. Indemnities.** Customer shall defend and indemnify Government Outreach and its Third Party 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, infringes 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 Government Outreach 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 Government Outreach Service to be non-infringing, (y) obtain a license for Customer to continue using the Government Outreach Software or Government Outreach Service, or (z) terminate the Government Outreach Service or this Agreement and refund any prepaid unused fees for the Government Outreach 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 Government Outreach 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 Government Outreach Service by Customer's Users is in accordance with the terms of this Agreement. Customer agrees 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 Government Outreach Service from locations other than the location from which Government Outreach controls and operates the Government Outreach 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 Government Outreach Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Government Outreach Service or information obtained through use of the Government Outreach 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 Government Outreach Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Government Outreach 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 Government Outreach 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 Government Outreach 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 Government Outreach Service must be agreed in writing by Government Outreach and the customer.

**14. U.S. Government Restricted Rights.** Any use of the Government Outreach 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 Nebraska 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 Government Outreach Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Nebraska. This Agreement, together with any applicable Order Form, represents the parties' entire understanding relating to the use of the Government Outreach 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 Customer of federal or

state or local government. No joint venture, partnership, employment, or Customer relationship exists between Government Outreach and Customer as a result of this Agreement or use of the Government Outreach 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 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 Government Outreach 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 Government Outreach 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. "Government Outreach 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 Government Outreach Service, (2) as part of an online tutorial provided with the Government Outreach 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 Government Outreach 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 Government Outreach 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. "Government Outreach 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 Government Outreach Service;

**J. "User(s)"** means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Government Outreach 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.

**L. "Commencement of Operation"** means first day that the service is used in production by Customer.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: Kendall Smith

Title: President

Date: \_\_\_\_\_

RESOLUTION 2009-66

WHEREAS, the City of Grand Island invited proposals for Citizen Request Management System, in accordance with a Request for Proposal on file with City Administration; and

WHEREAS, on February 5, 2009 five proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, city staff conducted interviews with two of the proposing firms; and

WHEREAS, a result of the interviews, and agreement was negotiated with Government Outreach, of Pleasanton, California, to provide a Citizen Request Management System at a cost not to exceed \$5,425; and

WHEREAS, the foundation of the Citizen Request Management System is to make customer satisfaction a priority for the City of Grand Island. ; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Government Outreach of Pleasanton, California is hereby authorized to provide a Citizen Request Management System at a cost not to exceed \$5,425.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney