MEMORANDUM

TO: Okanogan City Council and Mayor Culp

FROM: Jeremy Patrick, Public Safety Director

DATE: December 27, 2021

SUBJECT: Agreement Between City of Okanogan and GoGov Inc. for Terms & Conditions, Payment Terms and Fees.

Attached is an agreement between GoGov Inc and The City of Okanogan for the Terms & Conditions, Payment Terms & Fees, for the software program Code Enforcement Case Management (CE) – Lite.

The Monthly rate is $100.00/Month and is paid annually at $1,200.00.

This program will allow for better record keeping and tracking in all Code Enforcement and Animal Control matters. The program will also allow for more efficiency moving forward in the future.

Recommended Motion: I move to approve Mayor Culp and Public Safety Director to sign the Agreement between GoGov Inc. and The City of Okanogan for the Code Enforcement Case Management software program.

City of Okanogan, WA

Code Enforcement Case Management

January 24, 2022

Prepared By:

Kevin Strauss, Director of Sales

(631) 861-5812

Kevin@GoGovApps.com

Prepared For:

Jeremy Patrick

Fire Chief

Fire41@okanogancity.com

Subscriptions & Services

Description	Amount
GOEnforce Lite Code Enforcement Case Management (CE) - Lite	**$100** /month
Services: $0 **Annually: $1,200** **Monthly Total: $100**	

Order Details

Primary Contact			
Contact Name:	Jeremy Patrick	**Phone:**	509-322-1007
Title:	Public Safety Director	**Email:**	publicsafety@okanogancity.com

Billing Information			
Contact Name:	Accounts Payable	**Phone:**	509-422-3600
Quote Month:	December, 2021	**Email:**	accountspayable@okanogancity.com
PO #: (Optional)	CE2022-01	**Cycle:**	Annual Billing

Billing Practices: GOGovApps will send renewal quotes for budgeting purposes at the beginning of the *Quote Month* specified. Invoices are sent 45 to 60 days prior to subscription renewal and are due prior to the start of the Subscription Period. To align billing with budget cycles, extend *Initial Subscription Period* to include extra months and we will send an initial invoice for the extra prorated months and then a second invoice for the remainder of the Initial Subscription Period.

Contract Information	
Initial Subscription Period:	12 months starting:
Replacing Contracts:	If replacing existing agreement provide contract # or description & date.
Contract #: (Internal)	

Terms & Conditions

The following terms are the latest version of the GOGovApps Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba "GOGovApps") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.

2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGovApps as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGovApps disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. **Continued Services**

3.1 *Hosting.* GOGovApps agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGovApps will perform nightly backups of your hosted data to an alternate physical location.

3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGovApps will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.

4. **Payment Terms & Fees**

4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. To stop the auto-renewal listed in the foregoing sentence, Customer must submit written notice to GOGovApps at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGovApps reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.

4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30** Days from the invoice date.

4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGovApps the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGovApps has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGovApps is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGovApps is solely responsible for taxes assessable against it based on its income, property and employees.

4.4 *On-Site Services & Expenses.* Should on-site services requiring travel by GOGovApps staff be requested by Customer, GOGovApps will provide on-site service at GOGovApps's then-current time-and-materials rates. In addition to these charges, Customer will compensate GOGovApps for associated airfare, lodging, rental transportation, meals and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

5. **Limitation of Liability.** GOGovApps will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGovApps's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to GOGovApps

by Customer during the six (6) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if GOGovApps or its agents have been advised of the possibility of such damages.

6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGovApps has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGovApps will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.

7. **Alternate Terms Disclaimed.** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGovApps. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGovApps, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGovApps and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.	**Okanogan City, WA**
Sign:	**Sign:**
Name: Daryl Blowes	**Name:**
Title: CEO	**Title:**
Date:	**Date:**

Additional Customer Signatures (Optional)

Sign:	**Sign:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**