

# CITY OF WILLIAMSPORT, PA RESOLUTION

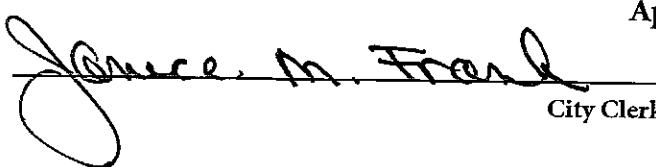
RESOLUTION # 8849

DATE 2-28-19

TITLE

**Resolution Memorandum of Agreement Between the City of Williamsport – Williamsport  
Bureau of Police and Penn State Outreach**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement attached hereto, and between the City of Williamsport, Williamsport Bureau of Police and the Pennsylvania State University for Schools Authorization is hereby approved, and the appropriate City Officials are hereby authorized to execute the Agreement.

  
\_\_\_\_\_  
City Clerk

Approved

  
\_\_\_\_\_  
President



Penn State Outreach

Date: 1/21/2019

THIS AGREEMENT ("Agreement") is made and entered into as of the date hereof by and between The Pennsylvania State University (the "University") on behalf of its Justice & Safety Institute, and Williamsport Bureau of Police (the "Other Party"), with a mailing address of 245 West Fourth Street, Williamsport, PA 17701

for the purpose of conducting (name of project or general description) Basic Budgeting training program at Williamsport Bureau of Police March 11-12, 2019.

1. PROJECT: The purpose of this Agreement is to provide a Basic Budgeting training program See Exhibit A. (the "Project")

(OPTIONAL: Additional details about the Project are contained in Exhibit A attached hereto.)

2. UNIVERSITY'S OBLIGATIONS: The University agrees to provide during the dates noted above, a Basic Budgeting training program for up to 25 students to be instructed by members of the Penn State Justice and Safety Institute instructors and other subject matter experts as appropriate. All course materials & travel arrangements for instructors will be supplied by the University. See Exhibit A. (the "Services")

3. OTHER PARTY'S OBLIGATIONS: The Other Party agrees to provide adequate classroom space and audiovisual equipment (including a projector, speakers and flip charts/dry erase boards) and is requested to provide names, home addresses, email and phone numbers of all course participants. See Exhibit A.

4. TERM: This Agreement shall commence on the date first written above, and shall continue until the Project is complete and all obligations of the parties hereunder have been satisfied, or until this Agreement is terminated in accordance with the terms and conditions hereof

5. PAYMENTS: In exchange for the Services, the Other Party shall pay to the University 0.00 (the "Fees"). University must receive payment of all Fees (CHOOSE ONE: not later than the following date n/a OR according to the following schedule: n/a

(a) University will send invoices to the following responsible party (the "Responsible Party")

Name: Damon Hagan
Title: Chief
Address: 245 West Fourth Street
Williamsport, PA 17701
Phone: 570-327-7560

(b) If the Other Party fails to pay any undisputed Fees when due, University shall provide the Other Party's Responsible Party with written notice of such nonpayment (each such notice, an "Overdue Notice"). If the Other Party does not pay all Fees subject to the Overdue Notice within 30 days of the date thereof, then University may (i) if the Project has not been completed, immediately terminate this Agreement without any further liability to the Other Party by providing the Other Party with written notice of such termination, at which time all accrued but unpaid Fees shall become immediately due and payable; (ii) suspend the Project until all accrued but unpaid Fees have been paid; or (iii) if the Project has been completed, charge a late fee of 1.5% per [month] until payment is received.

6. **SUBSTITUTION OF MATERIALS AND INSTRUCTORS:** Unless otherwise agreed to by the parties in writing, the University may substitute instructors and/or materials of equal expertise and value in the University's sole discretion.
7. **AUDIOVISUAL PRESENTATION AND TELECONFERENCING:** The University is not responsible for any failures of, or interruptions associated with, equipment or telecommunications links utilized in the provision of Services under this Agreement.
8. **TERMINATION:** Either party may terminate this Agreement by providing the other party with 30 days prior written notice; provided, however, that if Other Party terminates this Agreement in accordance with this Section 8, then all accrued but unpaid Fees attributable to the Services provided by University prior to the date of termination shall become immediately due and payable.
9. **PUBLICITY:** Neither party will use the name or logos of the other party in any publicity, marketing materials, advertising, or news release without the prior written approval of an authorized representative of the other party.
10. **CONFIDENTIALITY OF STUDENT RECORDS:** University and the Other Party hereby acknowledged that all records arising as a result of participation in the Project are confidential and that such confidentiality shall be maintained by University and Other Party at all times. Other Party further acknowledges that all information received by Other Party about students currently enrolled at University, including, but not limited to, student progress in the Project and examination results, if any, are protected under the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and disclosure of such information may be made only upon satisfaction of FERPA's terms and conditions for disclosure.
11. **INDEPENDENT CONTRACTOR STATUS:** Nothing in this Agreement shall be construed to create a partnership or joint venture between University and the Other Party, nor shall either party's employees, servants, agents or representatives be considered the employees, servants, agents or representatives of the other. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf of, or in the name of, the other party; or to bind the other party to any contract, agreement or undertaking with any third party.
12. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS:** The University owns all intellectual property rights, including but not limited to copyrights, in all materials produced or developed by the University for use in the performance of this Agreement (the "Project Materials"). University grants to the Other Party a limited, nontransferable, royalty-free license to use the Project Materials solely for the purpose of this Agreement. The Other Party may not use the Project Materials for any other purpose, including without limitation, training third parties who are not employed by the Other Party and employees who are Project participants.
13. **INDEMNIFICATION:** To the extent permitted by applicable law, the Other Party shall indemnify and hold University harmless from any liability, claims, causes of action, damages, or judgments arising out of the Other Party's (i) failure to comply with applicable laws, regulations, rules, and ordinances; and (ii) negligent or intentional acts or omissions, including the negligent or intentional acts or omissions of the Other Party's executives, officers, employees, invitees, or agents in the performance of this Agreement. Notwithstanding the foregoing, University will be liable for any loss or damage suffered by the Other Party directly resulting from the bad faith, gross negligence, or willful misconduct of the University, its trustees, officers, employees, agents, and contractors.
14. **DISCLAIMER OF WARRANTIES:** THE PROGRAM AND PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES. UNIVERSITY SPECIFICALLY DISCLAIMS ANY AND ALL ADDITIONAL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, UNIVERSITY DOES NOT WARRANT ANY RESULTS THAT MAY BE OBTAINED BY USING THE PROJECT OR PROJECT MATERIALS, NOR DOES UNIVERSITY WARRANT THE PROJECT OR PROJECT MATERIALS TO BE COMPLETE OR ERROR FREE.
15. **ASSIGNMENT:** Neither party may assign this Agreement without the prior written consent of the other party.
16. **SEVERABILITY:** If any provision of this Agreement is found unenforceable or void by a court of competent jurisdiction, the remaining provisions shall be enforced in accordance with their terms.
17. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes or cancels all previous negotiations, agreement, commitments and writings between the parties on the subject matter of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, the terms and conditions of this Agreement shall be controlling.

18. AMENDMENT: This Agreement may not be amended, modified, or supplemented except by a written instrument signed by a duly authorized representatives of each of the parties hereto.

19. FORCE MAJEURE: Neither party shall be liable to the other for failing to perform any of its obligations hereunder when such failure is due to causes beyond either party's control, including without limitation, a breakdown of communication systems, utilities, or transportation systems; all labor disputes; civil disturbance; reasonably unforeseeable weather conditions; war; invasions; military or usurped power; sabotage; governmental regulations or controls; fires or other casualty; or acts of God.

20. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. The parties hereto specifically agree that the exclusive place of jurisdiction of any dispute arising hereunder shall be to the Court of Common Pleas of Centre County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania.

21. EXPORT CONTROLS: The Parties hereby acknowledge that both University and the Other Party are subject to applicable U.S. export laws and regulations and that certain performance obligations related to specific projects, programs, or activities under this Agreement may be subject to United States export law. To the extent such controls are applicable, performance of some desired activities may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances or other government approvals to perform any function, activity, effort, proposal, project or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal, project or program as a result of a decision not to obtain necessary clearances or approvals shall not constitute a breach of this Agreement. University hereby notifies the Other Party that University employs, enrolls and supports foreign nationals as part of its ongoing academic and educational missions. As a result, the Other Party will be required to identify any export controlled information or materials as such prior to providing any such information or materials to University or its representatives.

22. COUNTERPARTS; EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

UNIVERSITY:

OTHER PARTY:

THE PENNSYLVANIA STATE UNIVERSITY

[Williamsport Bureau of Police]

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Controller

\_\_\_\_\_  
City Clerk



**PennState**

**Penn State Justice and Safety Institute**

Criminal Justice Professional Training

The 329 Building, Suite 222, University Park, PA 16802-7009 • (814) 863-0079 • Fax: (814) 863-3108

**Exhibit A**

**PROJECT:**

- A.) *Basic Budgeting, March 11 -12, 2019*
- B.)
- C.)
- D.)

**UNIVERSITY'S OBLIGATIONS:** University agrees to provide: *during the dates noted above a Basic Budgeting training program for up to 25 students. This program will be instructed by members of the Penn State Justice and Safety Institute instructors and other subject matter experts as appropriate. All course materials & travel arrangements for instructors will be supplied by the University.*

**Class size, Advertising, and Complimentary seat information:**

Other party agrees that the University has the right to cancel the class should registration fall below eighteen (18).

University will advertise the program(s) in a multicounty or multistate region. The co-sponsoring agency will assist in this effort by announcing the program to area police organizations and through Uniscope- Teletype announcements. JASI will provide all instruction, instructor expenses and participant materials.

**Basic Budgeting, March 11-12, 2019 is eligible for the following seat comp schedule:**

As a co-sponsor, your organization will receive one complimentary seat for the conducted course. Please see below for additional details on complimentary seat opportunities.

Paid Enrollments	Additional complementary seat(s)
18	1
20	2
22	3

The maximum class size is 25 seats. Complimentary seats must be used for the course for which they are earned. Any unused complimentary seats will be forfeited. All complimentary seats must have a registration submitted 2 weeks prior to class start.