

CITY OF WILLIAMSPORT, PA RESOLUTION

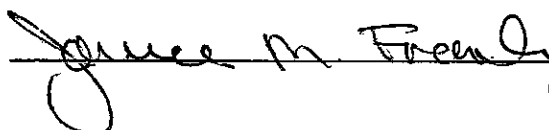
RESOLUTION # 9181

DATE 8-12-21

TITLE

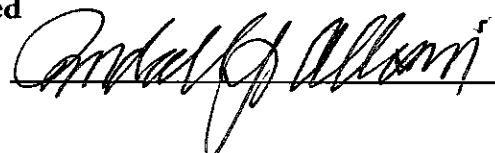
**RESOLUTION FOR A SERVICE AGREEMENT BETWEEN THE WILLIAMSPORT BUREAU OF POLICE
AND POLICEAPP.COM**

BE IT RESOLVED FOR A SERVICE AGREEMENT BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Service Agreement attached hereto, and between the Williamsport Bureau of Police, otherwise referred to as "Williamsport Police Department", and PoliceApp.com, a Connecticut corporation having principal place of business at 250 Pomeroy Avenue, Suite 201, Meriden, CT 06450 for services related to web-based police job recruitment, police job posting and police application processing. The appropriate City Officials are hereby authorized to execute this Service Agreement.



City Clerk

Approved



President



250 Pomeroy Avenue, Suite 201
Meriden, CT 06450
www.policeapp.com

This Service Agreement (the "**Agreement**") made, 8/3/2021 (the "**Effective Date**") by and between **PoliceApp.com**, a Connecticut corporation having a principal place of business in the City of Meriden, Connecticut (hereinafter referred to as "**POLICEAPP**"), and the Williamsport Police Department, located in Williamsport, PA (hereinafter referred to as the "**CLIENT**").

WHEREAS CLIENT desires to retain POLICEAPP to provide certain Services, as detailed below, and POLICEAPP is willing to perform such Services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

- 1.) **Term.** The initial term of this Agreement shall be for a period of three (3) years from Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for subsequent terms of one (1) year, unless either party provides written notice on non-renewal at least thirty (30) days prior to the expiration date of the then-current term or until the termination of this Agreement in accordance with Section 7.
- 2.) **Services.** POLICEAPP will provide CLIENT with the following services (the "**Services**"):
 - a. CLIENT will receive a client account (the "**Client Account**"), with an associated user name and password, for accessing the job recruitment and application review tools available via www.PoliceApp.com (the "**Website**");
 - b. CLIENT will receive the ability to generate job postings on the Website;
 - c. CLIENT will receive the ability to review applicant information of individuals who have applied to a CLIENT job posting on the Website ("**Applicants**"); and,
 - d. CLIENT will have access to additional recruitment tools available on the Website.
- 3.) **Fees.** The Service are provided without a fee charged to the CLIENT; provided, however that POLICEAPP reserves the right to impose reasonable fees, in the event that any modifications or additional services are requested by the CLIENT
- 4.) **Client's Obligations.**
 - a. **Website Terms of Use.** CLIENT agrees at all times to adhere to the Website Terms of Use as set forth on the Website and included herein as Addendum A.
 - b. **Security; Access; Notification of Breach.** CLIENT is responsible for all activities that occur under the Client Account. CLIENT is responsible for maintaining the security and confidentiality of its user names and passwords. Only CLIENT, by and through its authorized agents and representatives, shall use the Client Account. CLIENT shall not grant access to the Client Account to any third party users. Only official email addresses associated with the CLIENT's particular domain name shall be acceptable for use in the creation of the Client Account. CLIENT shall notify POLICEAPP immediately upon learning of any unauthorized use of the Client



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Account, the Website or any other known or suspected breach of security related to the Website or the Services.

- c. **Restrictions on Use of the Services.** CLIENT may not alter, resell or sublicense the Services or provide the Services as a service bureau. CLIENT, its employees, agents and representatives and any other authorized users of the Client Account, agree not to reverse engineer the Services, including but not limited to the Website and any of its capabilities or features, or its software or other technology. CLIENT will not use or access the Services to: (i) build a competitive product or service, (ii) make or have made a product having similar ideas, features, functions or graphics to those of the Services, (iii) make derivative works based upon the Services or (iv) copy any features, functions or graphics of the Services. CLIENT will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited. CLIENT acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to POLICEAPP and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, POLICEAPP shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

5.) **Client Data.** The parties make the following agreements with respect to any and all data submitted by CLIENT to the Website (the "Client Data"):

- a. All Client Data will remain solely the property of CLIENT and/or its agents or representatives to the full extent provided by law.
- b. CLIENT bears sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Client Data.
- c. POLICEAPP will not use the Client Data for any purpose other than as necessary to provide the Services to CLIENT.
- d. POLICEAPP will use commercially reasonable security measures to protect Client Data against unauthorized disclosure or use. This shall include the use of production and disaster recovery systems maintained in secured SSAE16 & PCI certified datacenters in the United States with redundancy on all critical support elements, including but not limited to data, power, environmental controls, and fire suppression.
- e. POLICEAPP conducts automatic backups of its systems, including the Website and Client Data stored therein, pursuant to POLICEAPP's internal backup policies, which may be modified in POLICEAPP's sole discretion at any time without notice.

6.) **Data Ownership & Accuracy.**



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- a. POLICEAPP shall at all times retain any and all rights in the Website and the Services. This Agreement grants no ownership rights in the Website or the Services to CLIENT. No license is granted to CLIENT except as necessary to access and use the Website and the Services as expressly stated herein. The POLICEAPP name, the POLICEAPP logo, and the product names associated with the Services are [registered] trademarks of POLICEAPP or third parties, and they may not be used by any other third party without POLICEAPP's, or such applicable third party owner's, prior written consent.
- b. CLIENT owns all Client Data, including but not limited to emails, notes and CLIENT uploaded attachments, as well as information provided by Applicants, once such information has been submitted and/or uploaded to the CLIENT.
- c. CLIENT shall only use the data accessed through the Website or provided as part of the Services for the purposes of recruiting and selecting new hires from available Applicants. Client shall not use the data for any other purpose, including but not limited to third party marketing, monetary gain, etc.
- d. CLIENT is solely responsible for ensuring the accuracy of data uploaded or entered into POLICEAPP whether by the Applicants, CLIENT or by POLICEAPP on behalf of CLIENT.
- e. Client Data shall be stored by POLICEAPP for as long as this Agreement is in place. Upon termination of this Agreement, POLICEAPP will provide CLIENT with data files, exclusive of POLICEAPP software and formatting, within sixty (60) days of the date of notification of termination.

7.) **Termination.**

- a. This Agreement may be terminated:
 - i. By mutual agreement of the parties.
 - ii. By either party, upon written notice, if the other party (the "Defaulting Party") materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

- 8.) **Disclaimer re: Content.** POLICEAPP is neither responsible for nor makes any representation or warranty with respect to the content, imagery, opinions or hiring practices set forth by the CLIENT and communicated to Applicants via the Website. POLICEAPP shall not be responsible or liable to CLIENT or any other third party for any threatening, defamatory, obscene, offensive or illegal conduct of the CLIENT or any third party or any infringement of another's rights, including real or intellectual property rights, by the CLIENT or any third party.



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- 9.) **Disclaimer of Warranties.** POLICEAPP will make all reasonable efforts to provide the Services in a timely manner and to in accordance with current industry standards. Notwithstanding the foregoing, the Services are provided "As Is" and POLICEAPP makes no warranties with respect to the availability and accuracy of the Services. If POLICEAPP fails to provide the Services as outlined in this Agreement, or with any of the Terms of Use, CLIENT's sole and exclusive remedy is to discontinue use of the Services.
- 10.) **Limitation of Liability.**
- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, BUSINESS INTERRUPTION OR DIMINUTION IN VALUE, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. EXCEPT FOR LIABILITIES ARISING FROM INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL POLICEAPP'S AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER EXCEED THE LESSER OF (A) ALL COSTS OF MATERIALS, LABOR, AND OTHER EXPENSES REQUIRED TO CORRECT ANY ERROR CAUSED BY POLICEAPP, OR (B) THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT.
- 11.) **Indemnification.** CLIENT shall indemnify and save POLICEAPP harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees), including but not limited to any claims sounding in employment or labor relations laws and/or intellectual property laws, arising out of or relating to CLIENT's violation of this Agreement, the Terms of Use or your use of the Website, including, but not limited to, your Client Data, any use of the Website's content, services, and products other than as expressly authorized in this Agreement and/or the Terms of Use or your use of any information obtained from the Website.
- 12.) **Governing Law; Jurisdiction.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Connecticut, United States of America without giving effect to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and all contemplated transactions, in any forum other than the U.S. District Court for the District of Connecticut or, if such court does not have subject matter jurisdiction, the courts of the State of Connecticut, and any appellate court from any



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thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 13.) **Assignment.** CLIENT shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of POLICEAPP. Any purported assignment or delegation in violation of this Section shall be null and void. POLICEAPP may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of POLICEAPP's assets without CLIENT'S consent. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- 14.) **Entire Agreement.** This Agreement and any written addendum hereto, executed by both parties, constitutes the entire Agreement and supersedes all prior agreements or representations which are not expressly set forth herein.
- 15.) **Amendments.** This Agreement may be modified, waived or discharged only by written agreement mutually executed by all parties.
- 16.) **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17.) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other party at its address set forth on the signature page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section).
- 18.) **Applicant Fees:** As of March 1, 2019, POLICEAPP charges all applicants a fee of Twenty- Five (\$25) dollars to apply for any job posting on the POLICEAPP website. Applicant charges assessed by POLICEAPP may be subject to change. CLIENT will be provided a fifteen (15) day notice prior to a change in fee.



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Addendum A: PoliceApp.com Terms of Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use which govern PoliceApp.com's relationship with you in relation to this website.

The term 'PoliceApp.com' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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- Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States of America.

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