

CITY CLERK
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C-9250
09/30/2014



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Glendale AZ Police Department

**My Police Department™ (MyPD™)
Proposal**

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WiredBlue, LLC™
300 Andover St. Suite 180 Peabody, MA 01960
Presented by Peter Olson
PeterOlson@WiredBlue.Co
P1: 855-595-1411
P2: 978-595-1411

WELCOME TO THE MY POLICE DEPARTMENT™ APP

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Accompanying this letter, please find the contract for the services which we have agreed to provide.

A Note on Phone Applications: At WiredBlue we understand that the phone app landscape is a difficult one to traverse and even more challenging to explain. No doubt you have used and read about many different types of phone apps. We believe that in this industry it is often easy to become confused with what an app is, the different types of apps, and the best option for you.

At WiredBlue LLC we build and utilize native iPhone and Android phone applications. This means a richer experience for the public and utilizing many of the phones native features. While the cost to develop these apps is much greater than the cost of a simple web type app, we believe the benefits are superior. That is why we have taken the steps to develop native iPhone and Android applications and to constantly add new features for the end user.

A native iPhone & Android app with all these features included. What does this mean for me? Everything is included for you. Your information is shown on both the iPhone and Android phone applications. Both apps are free for your users to download and with no ads of any type. There is no IT work on your end. No app to build or update, no developers to deal with, no server to maintain. You are not only purchasing use of a great application but also the related services and support of our company. You can make use of every feature the app has to offer. When new features and updates are released they are all included in the annual cost.

We check the apps daily and make any updates or changes that you request. There are no hidden fees for support or updates. We strive to build superior apps and provide great service to our customers!

Again, I thank you for this opportunity and invite you contact me directly if you have any questions.

Sincerely,

Peter Olson
Founder, WiredBlue LLC



SERVICE AGREEMENT

Client Obligations:

- The Set up fee is fully earned by WiredBlue LLC™ (the “Company”) when received and is **non-refundable**.
- Glendale AZ Police Department (the “Client”) must appoint one internal contact person (the “Contact”), identified at the end of this agreement, who will serve as the final decision maker and be authorized to provide timely approval, in writing, for all required sign-off stages. The Contact will be available for consultation with the Company project team members, as needed, during normal business hours. The Sign-off Stages will be:
 - A. Initial Data approval – Client must provide Company with text content, images and the required data to place in the MyPD application within 20 days of the execution of the service agreement
 - B. Review Process - Client must provide Company with feedback and testing of provided data within 45 days of the Initial data approval. Data will be made “live” on the app for clients review when Company is ready and Client has indicated dates and times for the data to be made “live” for review. Data will be removed from “live” status after Client review
 - C. Final approval and “Go Live” date - Company will upload and/or populate Client’s iPhone and Android application with Client approved Content. Client must indicate timely approval, in writing or via email, of the iPhone/Android pages, which shall include the approved Content, as they appear prior to the app pages “going” live on iTunes and the Android market.
- Client will provide all of the additional text and graphical images (the “Graphical Content”), for use in Client’s iPhone and Android phone applications and pages.
- Client must provide Company with required data. Failure to provide data may relieve Company of its obligation under this agreement. Company is not responsible for any delays or losses caused by Client’s failure to follow instructions provided by Company

WiredBlue LLC Obligations:

- Company will assist you determining the data, text and graphics that are needed. *However, final selection and approval of the data will be Client’s responsibility.*
- Company will modify the content of Client’s data to the extent necessary to incorporate the data exactly as they appear in the Final Approval.
- Company reserves the right to refuse to perform or post any data or graphics which are considered by the Company to be lewd, misleading, unfair, deceptive or otherwise unacceptable.
- Company will visually check the app page(s) for correct data at least once a month.
- Company may, at its discretion and with no prior notice to the Client, use a third party billing company to process its client accounts, provided that all fees and costs associated therewith shall be paid by Company and that said third-party agrees in advance to keep confidential any of Client’s proprietary, confidential or trade secret information provided to it by Company.

- Company will make reasonable efforts to provide Client data updates upon receiving notice from client to make a change of data on the application page(s)

Exclusions:

- Should client desire to utilize any outside links from the application and service(s) offered by third parties, Client shall be solely responsible for the costs associated with such programs, as assessed by the third party provider. Company shall not be responsible for any such third party costs, and makes no warranty as to the price or performance of such third party services or links

Term and Payment:

- This contract is for twelve (12) months (the Initial Term), beginning on the Go Live Date.
- The set-up fee is fully earned and non-refundable upon the execution of this Service Agreement. All other fees are fully earned when the Client is invoiced
- Client will be invoiced once annually or client can choose to be invoiced monthly. Monthly invoices will be on the 15th of each month, beginning on the first full billing cycle after execution of this agreement. Payment is due, in full, within thirty (30) days of the date of the invoice. Payments may be made via check, cash, or PayPal. Late payments, checks returned for insufficient funds and declined payments will incur a ten percent (10%) interest penalty, computed monthly, or the maximum allowable penalty under Massachusetts law, whichever is less. The minimum monthly penalty shall be \$2.50, plus any bank fees Company may incur
- Renewal: This agreement shall renew automatically at the expiration of the Initial Term.
- Termination:
 - This agreement may not be terminated, by either party, at any time during the initial twelve (12) months of the term, except that Company may terminate:
 - If Client fails to make full payment, when due, on any invoice;
 - If Client fails to provide feedback and testing within 45 days of the initial Data Approval; or
 - If Client fails to provide timely Go-Live Date Approval.
 - This agreement may be terminated by either party, after the Initial Term, for any reason, with 30 days notice. Notice may be given via confirmed receipt electronic mail, facsimile or via certified US mail.

Warranties and Indemnification:

- *Client represents and warrants that it owns or otherwise has the right to use the provided Content and Graphical Content and that the Content and Graphical Content do not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person (collectively the "Rights"). Client agrees to indemnify, defend and hold Company and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claims by a third party that the Content violates its Rights.*

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION.

INITIAL: AS

- EXCEPT AS EXPRESSLY PROVIDED IN THE PROPOSAL COMPANY MAKE NO REPRESENTATIONS, WARRANTIES, GUARANTEES TO YOU OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING WITH OUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING THE APP FUNCTIONALITY, PERFORMANCE, OR RESULTS OF ANY LINKED SITES, ANY CONTENT COMPANY PROVIDES FOR YOU, ANY CONTENT YOU APPROVE, OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

CLIENT HAS READ AND UNDERSTANDS THIS DISCLAIMER OF WARRANTY.

INITIAL:

- *Company does not guarantee any volume of App traffic or any number of emails or phone calls. Company only guarantees placement on My Police Department (MyPD) Application of the approved data as agreed upon in the Final Data Approval.*

CLIENT HAS READ AND UNDERSTANDS THIS DISCLAIMER OF WARRANTY.

INITIAL:

Miscellaneous

- **Exclusive Remedy:** If Company breaches its obligation(s) under this Service Agreement, Company will make commercially reasonable efforts to fulfill its obligations. However, since Company is not entitled to any compensation unless Client agrees to “go live” and final approval Client’s exclusive remedy is as follows:
 - During the initial term, an extension of this agreement equal to the length of time that Company was in breach, or
 - After the initial term, Client may terminate this agreement immediately, upon written notice.
 - Recovery of any monetary damages by Client is limited exclusively to only the actual amount paid by Client under this Agreement.
- **Force Majeure:** In no way shall Company have any liability or be deemed to be in breach of this Agreement for any failure or delay of performance resulting from any government action, fire, flood, or other natural disaster, power failure, riot, embargo, strikes, terrorist act, hacking incident, server or network failures.
- **Waiver** The waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.
- **Entire Agreement:** This agreement constitutes the entire agreement between us and you, and supersedes any prior written agreements and any prior or contemporaneous oral agreements between you and us. Any changes or modifications to this agreement must be done so in writing and signed by both parties.
- **Choice of Law and Venue:** This agreement shall be governed by and construed under the laws of Massachusetts. Any action or proceeding brought by you under or related to this Agreement shall be done so in a local, state or federal court in Peabody, Salem, or Boston, Massachusetts, and you hereby consent to personal jurisdiction in such courts, waiving any claim of forum non conveniens

SIGNATURES

The following person has been designated by the Client as has having the authority and ability to make decisions for the Client under this agreement and provide approval as needed.

Contact Person /Decision Maker

Print Name: JAY O'NEILL / TRACEY BREEDEN

Title: PUBLIC INFORMATION OFFICERS
JONEILL@glendaleaz.com

Email: TBREEDEN@glendaleaz.com

Phone: 623-930-3076
623-930-3276

I have read and approved the Proposal and the Agreement, and agree to be bound by its terms. I understand that the Initial Set-up Fee accompanying this Agreement is non-refundable once work begins.

Glendale AZ Police Department

By: 

Date: 6-12-13

Print Name: Paul S. Jones

Title: ASSISTANT CHIEF OF POLICE

WiredBlue LLC

BY: _____ Date: _____
Peter Olson, Founder



WiredBlue, LLC™
300 Andover St. Suite 180 Peabody, MA 10960
PeterOlson@WiredBlue.Co
P1: 855-595-1411
P2: 978-595-1411

ATTEST:

City Clerk

Approved as to form



City Attorney

ADDENDUM

The City of Glendale, Arizona (“City”) and Wired Blue, LLC (“Contractor”) further agree as follows

I. Conflicts. The **Service Agreement** (the “Agreement”) between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes (“A R S”) § 38-511

II. Immigration Law Compliance.

- A Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A R.S § 23-214(A) which requires registration and participation with the E-Verify Program
- B Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement
- C City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F Contractor’s warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

III. Governing Law The Agreement will be governed by the laws of the State of Arizona, and venue for any legal action brought relating to the Agreement is proper only in Maricopa County, Arizona. This **Paragraph III** explicitly supersedes and replaces the conflicting language in the Agreement.

IV. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph IV** explicitly supersedes and replaces the conflicting language in the Agreement.

V. Addendum and Agreement Conflict In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

X

Peter Olson

Digitally signed by Peter Olson
DN: cn=Peter Olson, o=WiredBlue,
ou=WiredBlue,
email=PeterOlson@WiredBlue.co, c=US
Date: 2014.09.24 11:07:31 -0400

Peter Olson
Founder

Contractor



City

9-24-2014

Date

9/30/14

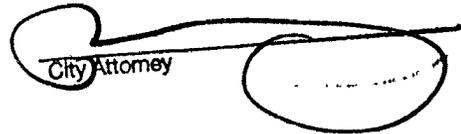
Date

ATTEST:



City Clerk

Approved as to form



City Attorney