

# Consulting Agreement

This Consulting Agreement (the "Agreement") is made by and between DELTWARX, LLC, a California limited liability company ("DELTAWRX"), and the City of Peoria ("CLIENT") with respect to certain services provided by DELTAWRX as described herein. The parties hereby agree to the following terms and conditions in connection with such services.

1. **Services.** DELTAWRX agrees to assist CLIENT in connection with public safety consulting services, as more fully described in Exhibit A ("Exhibit A - DWX Peoria Proposal 2022-04-04").
2. **Compensation.** The parties agree that DELTAWRX will be compensated by CLIENT for its professional fees in connection with the services provided as provided in Exhibit A. Payments by CLIENT shall be made within forty-five (45) days after the receipt of the statement from DELTAWRX required by Paragraph 3 herein.
3. **Billing.** DELTAWRX shall submit to CLIENT, on a monthly basis, a statement of fees for the preceding period. DELTAWRX will invoice CLIENT for tasks completed in accordance with Figure 3 ("Project Fees") in Exhibit A.
4. **Additional Services.** DELTAWRX may be requested by CLIENT to perform additional services outside the scope of the proposal included as Exhibit A. In such event, DELTAWRX will prepare an estimate of the time and fees to complete the work. DELTAWRX shall not initiate any additional work without the authorization of CLIENT. Additional consulting services will be based upon DELTAWRX's then current standard hourly rates.
5. **Term.** This agreement shall be valid for a period of twenty-four (24) months from the date the last signature is attached unless said work is completed on a date prior thereto or terminated earlier as provided herein. The term of this agreement may be extended upon mutual agreement of the parties.
6. **Termination.** Either party may terminate the Agreement by giving ten (10) days prior written notice to the other. In the event of any such termination, DELTAWRX shall be compensated pro rata for professional fees and expenses incurred with respect to services performed through the effective date of termination.
7. **Mutual Indemnification.** Both parties agree to mutually indemnify, and hold harmless the other party from any and all actions, arising or alleged to have arisen out of any negligent act, error, misrepresentation or omission by the indemnifying party, occurring in connection with this Agreement.
8. **Ownership of Work Product.** All Work Product disclosed or created as it relates to this Agreement (including information in computer software or held in electronic

storage media) shall remain the exclusive property of the CLIENT, and DELTAWRX shall have no rights, by license or otherwise, to use the Work Product. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Work Product or other information.

9. **Independent Contractor.** The parties agree that DELTAWRX is an independent contractor to CLIENT and will not be deemed an employee of CLIENT for any purpose whatsoever. Neither party, nor such party's directors, officers, employees or agents, shall bind or make any commitment on behalf of the other party.
10. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to CLIENT at:

Ms. Jessica McKean  
Chief Information Officer  
City of Peoria  
542 SW Adams  
Peoria, IL 61602

And to DELTAWRX at:

Mr. Brian Hudson  
DELTAWRX  
21700 Oxnard Street  
Suite 830  
Woodland Hills, CA 91367

11. **Delays.** DELTAWRX shall not be held liable for delays in the Project caused by CLIENT's failure to perform its obligations in a timely manner. DELTAWRX shall communicate to CLIENT in writing which delays CLIENT is causing that hinders DELTAWRX's failure to perform.
12. **Severability.** If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.
13. **Binding Effect.** This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of DELTAWRX and the CLIENT.
14. **Execution.** This Agreement and amendments hereto shall be in writing and may be executed in multiple copies via facsimile or otherwise. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
15. **Entire Agreement/Governing Law.** This Agreement (including Exhibits A and B) constitutes the entire agreement between the parties and supersedes all prior



agreements and understandings, oral and written, and may not be modified or amended except in writing signed by both parties. This Agreement shall be governed by the laws of the State of Illinois and the Parties agree that the proper venue for any legal dispute arising under this Agreement shall be the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois.

\* \* \* \* \*

For DELTAWRX, LLC:

MP Thayer

Date: 07/22/2022

Michael P. Thayer  
Partner

For CLIENT:

Jessica McKean

Date: 08/8/2022

Jessica McKean  
Chief Information Officer