



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between VIEVU, LLC, (**VIEVU or Party**) a limited liability company having its principal place of business at 645 Elliott Ave. W. Suite #370, Seattle, WA 98092, and the City of Peoria (**Agency, Party or collectively Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of VIEVU Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. VIEVU services will not be authorized until a signed Quote or Purchase Order is accepted by VIEVU, whichever is first.
- 2 **Definitions.**

**"Confidential Information"** means all nonpublic information disclosed by VIEVU, VIEVU affiliates, business partners of VIEVU or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Products"** means all hardware, software, cloud based services, and software maintenance releases and updates provided by VIEVU under this Agreement.

**"Quote"** is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. VIEVU is not responsible for pricing, typographical, or other errors in any offer by VIEVU and VIEVU reserves the right to cancel any orders resulting from such errors.

**"Services"** means all services provided by VIEVU pursuant to this Agreement.
- 3 **Payment Terms.** VIEVU invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by VIEVU. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 **Taxes.** Unless VIEVU is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** VIEVU reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by VIEVU. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing VIEVU written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to VIEVU for repair or replacement as further described in the Warranties Section. Failure to



notify VIEVU within the 10-day rejection period will be deemed as acceptance of Product.

- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 **Camera Warranty.** VIEVU warrants to Agency that, provided that the Camera has been stored and used in accordance with the Hardware Specifications and ordinary industry practices and conditions, each Camera shall be free from defects in materials and workmanship and shall conform in all material respect to the Hardware Specifications for a period from the date of delivery as set forth in the Order (the "Warranty Period"). The Warranty does not cover: (a) intentional damage; (b) use that is not consistent with its intended operation or the Hardware Specifications; (c) any damage caused by an attempt to open or alter the Camera or (d) the use of non-VIEVU branded or approved accessories or replacement parts. The "Enhanced Warranty" extends the Warranty coverage described in the Express, Limited Warranty, as well as spare cameras and parts from accidental and/or unintended damage. If a valid warranty claim is received by VIEVU within this "Enhanced Warranty" period as set forth in the Order, VIEVU agrees to repair or replace the product that VIEVU determines in its sole discretion to be defective under normal use, as defined in the product instructions. VIEVU's sole responsibility under this "Enhanced Warranty" is to either repair or replace with the same or like Product, at VIEVU's sole option. VIEVU DOES NOT WARRANT THAT THE OPERATION OF THE CAMERAS WILL BE UNINTERRUPTED OR ERROR FREE.

7.2 **Camera Replacement Under Warranty.** In the event that a Camera does not comply with the warranty set forth above, Agency should return such non-conforming Camera to VIEVU in accordance with the instructions located at <http://www.vievu.com/support/warranty-repair/> within the Initial Warranty Period or the Extended Warranty Period (if applicable). Upon receipt of the returned Camera during the Initial Warranty Period or the Extended Warranty Period (if applicable), VIEVU will repair or replace such nonconforming Camera at no additional charge to Agency. Agency agrees that repair or replacement is the sole remedy available for any Camera malfunction or failure and agrees to indemnify, defend, and hold VIEVU harmless in the event any claim is made for remedy, including monetary damages other than as specifically allowed in this paragraph.

7.3 **Warranty Limitations.**

7.3.1 The warranties do not apply to and VIEVU will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-VIEVU products or from the use of cartridges, batteries or other components that are not manufactured or recommended by VIEVU; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than VIEVU authorized personnel or without the written permission of VIEVU; or (e) to any VIEVU Product whose serial number has been removed or defaced.

7.3.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive.

7.3.3 VIEVU's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any VIEVU Product will not exceed the purchase price paid to VIEVU for the Product or for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.4

**Warranty Returns.** Agency may return any Camera in accordance with VIEVU's Camera



Return Policy as set forth in <http://www.vievu.com/support/warranty-repair> within fifteen (15) calendar days of the original date of delivery. All returns must be packed in the original, unmarked packaging including any accessories, manuals, and documentation that shipped with the product. All Cameras that are returned unopened are subject to a restocking fee of 10 percent of the purchase price. All opened but undamaged Cameras are subject to a restocking fee of 25 percent of the purchase price. Damaged Cameras are ineligible for return under this Section 7.4. All return shipping costs are the responsibility of Agency and will not be refunded. No returned Camera will be accepted without the original manufacturer's packaging and a Return Material Authorization (RMA).

- 8 **Product Warnings.** See VIEVU's website at [www.VIEVU.com/legal](http://www.VIEVU.com/legal) for the most current VIEVU product warnings.
- 9 **Design Changes.** VIEVU reserves the right to make changes in the design of any of VIEVU's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** VIEVU will maintain, at VIEVU's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** VIEVU will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of VIEVU under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** VIEVU owns and reserves all right, title, and interest in the VIEVU Products and Services, and related software, as well as any suggestions made to VIEVU.
- 13 **IP Indemnification.** VIEVU will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of VIEVU Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide VIEVU with prompt written notice of such a claim, tender to VIEVU the defense or settlement of such a claim at VIEVU's expense, and cooperate fully with VIEVU in the defense or settlement of such a claim.

VIEVU has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by VIEVU; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by VIEVU; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by VIEVU as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 **Agency Responsibilities.** The Agency is responsible for (I) use of VIEVU Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (II) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (III) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the



use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of VIEVU Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

## 15 **Termination.**

**15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to VIEVU's failure to cure the material breach or default, VIEVU will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

**15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

**15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (MSRP) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to VIEVU within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

## 16 **General.**

**16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose VIEVU's pricing, all VIEVU pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to VIEVU prior to any such disclosure. Notwithstanding the above, VIEVU retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, VIEVU has a duty to provide shareholders with information on material agreements.

**16.2 Excusable delays.** VIEVU will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond VIEVU's reasonable control, VIEVU has the right to delay or terminate the delivery with reasonable notice.

**16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical,




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telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

- 16.4 Proprietary Information.** The Agency agrees that VIEVU has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute VIEVU products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. VIEVU may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
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**16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

VIEVU: VIEVU, LLC. Agency:  
 Attn: Contracts  
 645 Elliott Ave. W. Suite #370,  
 Seattle, WA 98092

**16.15 Entire Agreement.** This Agreement, including the Appendices attached hereto, and the Quote provided by VIEVU, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If VIEVU provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

VIEVU, LLC.

Signature: *Chris Kinner*  
 Name: Chris Kinner  
 Title: Secretary  
 Date: 9/19/18

Agency

Signature: *Patrick Ulrich*  
 Name: Patrick Ulrich  
 Title: Cathy Manager  
 Date: 9-12-18

## Appendix 1




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 VIEVU VERIPATROL  
 SOFTWARE LICENSE AGREEMENT
 

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PLEASE READ THIS VERIPATROL SOFTWARE LICENSE AGREEMENT CAREFULLY (the "AGREEMENT"). BY DOWNLOADING THE SOFTWARE AND/OR CLICKING "AGREE" OR THE APPLICABLE BUTTON TO COMPLETE THE INSTALLATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU AGREE TO THESE TERMS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BECOME A PARTY THERETO, DO NOT INSTALL OR USE THE SOFTWARE, AND RETURN THE SOFTWARE AND ANY RELATED DOCUMENTATION PROVIDED WITHIN THIRTY (30) DAYS OF RECEIPT. ALL RETURNS ARE SUBJECT TO VIEVU'S THEN-CURRENT RETURN POLICY.

This Agreement is between You ("You", "Your" or "User") and VIEVU, LLC, a Washington limited liability company ("VIEVU"). The proprietary VERIPATROL Software including the executable computer program(s) and associated documentation and any other files that may accompany the camera product (collectively, the "Software") is licensed, and not sold, to You and may only be used in accordance with the terms and conditions of this Agreement.

1. **License Grant.** Subject to the terms and conditions of this Agreement, and your payment of any applicable fees to VIEVU set forth in an order ("Order"), VIEVU hereby grants to You a limited, revocable, non-transferable, non-sublicensable, and non-exclusive license to download and install in accordance with the documentation one (1) copy of the Software on one (1) VIEVU brand body camera owned and controlled by User, subject to the restrictions stated below:
  - a) **Restrictions.** User must not violate any applicable laws in its use of the Software. Further, except where expressly provided in this Agreement, User must not:
    - (i) Publish, disclose, display, copy, distribute or make available the Software to any third party, and User may not sublicense, transfer or assign the Software or User's rights under this Agreement to any third party;
    - (ii) Modify or create derivatives of the Software;
    - (iii) Reverse engineer, decompile or disassemble the Software;
    - (iv) Use the Software in a manner that would be competitive with VIEVU products or for purposes of competing with VIEVU products;
    - (v) Make more than one copy of the Software (which copy may be used solely for archival purposes) and one copy of the Software (which copy may be used solely for backup purposes),
    - (vi) Install or use any permitted copy of the Software other than if and for so long as is necessary to supplement the functionality of an inoperable original version of the Software and, provided, further, that Licensee uninstalls and otherwise deletes such inoperable copy of the Software; or
    - (vii) Remove, minimize, block, or modify any, logos, titles, trademarks, copyright or patent notices, watermarks, disclaimers or other legal notices that are included in the Software, whether or not they are VIEVU's or a third party's.



- b) Your use of the Software must also be in accordance with any applicable documentation that accompanies the Software, or provided on-line, and not in any manner that circumvents such documentation or the intent of this Agreement.
2. **Acceptance Date.** "Acceptance Date" shall mean the date of purchase and payment of any applicable License Fees and acceptance of these terms and conditions.
  3. **License Fees.** In consideration of the license(s) granted hereunder, User agrees to pay VIEVU its standard License Fees. Use of Software with LE5 or LE5 LITE cameras requires the purchase of a package that includes the Software for each such LE5 or LE5 Lite camera.
  4. **Software Support.** For a period of six (6) months from the Acceptance Date (the "Six Month Support Period"), User shall be entitled to phone support available from 0800 to 1800 Pacific Standard Time on Monday through Friday only, at no additional cost. Further, during the Six Month Support Period, maintenance upgrades and bug fixes will be provided at no additional cost. For any Software Support after the Six Month Support Period, You may be required to purchase separately any such upgrades, maintenance, technical or other services for the Software.
  5. **License Term; Termination and Expiration.** This License is effective from the date of acceptance and payment of License Fees. The License term will be perpetual, unless terminated earlier pursuant to the provisions herein. This License is conditioned on You complying with the terms and conditions of this Agreement. Failure to comply with the terms and conditions of this Agreement shall be deemed a material breach and this Agreement will automatically terminate immediately thereon without any prior notice. Upon termination of this Agreement, the License granted herein will terminate and You must immediately cease all use of the Software and destroy all copies of the Software unless VIEVU has demanded that you return the Software in lieu of any destruction.
  6. **Intellectual Property Rights.** This Software contains copyrighted material, trade secrets and other proprietary information of VIEVU. This Software and any other Intellectual property furnished now or hereafter by VIEVU to You shall be and remain the exclusive property of VIEVU and Its licensors, subject to the license rights granted to You in this Agreement. You acknowledge that the Software provided by VIEVU under this Agreement incorporates trade secrets of VIEVU and Its licensors. You shall use the highest standard of diligence to protect the confidentiality of the Software, but in no event exercising not less than reasonable care, and shall prohibit the unauthorized access to, use or duplication of the Software in its possession.
  7. **Warranty Disclaimer.** The Software is provided "AS IS" and VIEVU makes no warranty or guarantee as to its use or performance and does not warrant or guarantee the operation of the Software will be fail safe, uninterrupted or free from errors or defects or that the Software will protect against all possible threats.
  8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL VIEVU BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR





COSTS WHATSOEVER INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS PROFITS, OR LOSS OF GOODWILL. REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT AND/OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL VIEVU'S AGGREGATE LIABILITY EXCEED THE LESSER OF THE PURCHASE PRICE OR THE TOTAL AMOUNT PAID TO VIEVU FOR THE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM EVEN IF VIEVU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No provision in this Agreement shall exclude or limit in any way your liability of any breach of VIEVU's intellectual property rights in the Software.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
10. **Export Controls.** You acknowledge that the Software may be subject to US export regulations. You shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. You shall not export the Software to any individual, entity or country prohibited by applicable law or regulation.
11. **Miscellaneous.**
  - a) **Non-Assignment.** Neither party may assign or transfer this Agreement to a third party, nor delegate any duty, except that the Agreement may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.
  - b) **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, or joint venture relationship is intended or created by this Agreement.
  - c) **Notices.** All notices to VIEVU shall be provided to the following address:  
  
VIEVU, LLC  
645 Elliott Ave W, Suite 370  
Seattle WA 98119  
Attention: Legal Department
  - d) **Entire Agreement.** This Agreement, including all documents incorporated by reference, and any Order, represents the entire agreement between the parties and expressly supersedes and cancels any other communication or representation, whether oral or written, on the subject herein. No amendment, waiver, or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representatives. This Agreement shall benefit and be binding upon the parties hereto and their respective successor and assigns. If any provision of this Agreement shall be held unenforceable or in conflict with any law or regulation, the validity of the remaining portions of this Agreement shall not be affected thereby.

BJA-2017-11221

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PEORIA, THE PEORIA CITY SHERIFF  
AND THE COUNTY OF PEORIA**

This Agreement is made and entered into this September 13, 2018 by and between the COUNTY OF PEORIA, of Peoria County, State of Illinois, acting by and through its governing body, the County Board, hereinafter referred to as "COUNTY", PEORIA COUNTY SHERIFF, hereinafter referred to as "SHERIFF", and the CITY OF PEORIA, of Peoria County, State of Illinois, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", witnesseth:

**WHEREAS**, this Agreement is made under the authority of Article 7, Section 10, of the Constitution of Illinois 1970 and the "Intergovernmental Cooperation Act", (5 ILCS 220/1 et. seq.) Government Code: and

**WHEREAS**, the CITY is the recipient, and the COUNTY and SHERIFF are the sub recipients of Award No. 2017-BC-BX-0034 under the FY 17 Body-Worn Camera Policy and Implementation Program (BWC-PIP) in the amount of \$253,005.00: and

**WHEREAS**, COUNTY, SHERIFF and CITY finds that the performance of this Agreement is in the best interest of both parties, that the undertaking of this initiative will benefit the public, enhance community relationships, and will serve as an aid in law enforcement and prosecutorial efforts: and

**WHEREAS**, COUNTY, SHERIFF and CITY, in performing governmental function or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, COUNTY, SHERIFF and CITY are entering into this Agreement for purposes of the economies of scale through procurement of a single brand of camera and program development. Responsibility for the implementation and operational procedures of this program, and compliance with state and federal law, shall fall to each individual agency: and

**WHEREAS**, the CITY is entering into a contract with VIEVU, LLC, a limited liability organized under the laws of the State of Washington, to provide a body worn camera solution for COUNTY, SHERIFF and CITY for a period of 5 years.

**WHEREAS**, COUNTY and SHERIFF agree to provide CITY \$57,184.34, over a 5 year period for their allocated portion of body worn cameras and costs associated with project implementation and continuance.

BJA-2017-11221

**NOW THEREFORE, for and in consideration of the mutual promises and undertaking contained herein, and for other good and valuable consideration, the parties agree as follows:**

### **Section 1. Payment Terms**

COUNTY and SHERIFF agree that payments shall be made to CITY annually, on or before October 1 of each year according to the following schedule:

- **Year 1 :** \$34,310.60 due October 1, 2018
- **Year 2:** \$5,718.44 due October 1, 2019
- **Year 3:** \$5,718.44 due October 1, 2020
- **Year 4:** \$5,718.43 due October 1, 2021
- **Year 5:** \$5,718.43 due October 1, 2022

### **Section 2. Additional Purchases**

COUNTY, SHERIFF and CITY agree that the amount of money owed to CITY from COUNTY and SHERIFF are subject to increase should COUNTY and SHERIFF wish to purchase additional body worn cameras, associated equipment, evidence management licenses, or any other item.

### **Section 3. Match Requirement**

CITY agrees to comply with the 50% match requirement outlined in the FY 2017 BWC PIP grant solicitation.

### **Section 4. Quarterly Reports**

COUNTY and SHERIFF agrees to provide CITY with quarterly reports, to be submitted by CITY to the Bureau of Justice Assistance (BJA) in compliance with the BWC-PIP grant, detailing the following information, during the two year duration of the grant:

- Any technical issues with the equipment and how those issues were remedied;
- Officer and community survey results
- Number of complaints;
- Number of FOIA requests.

COUNTY and SHERIFF agrees to appoint an individual to be responsible for collecting the data discussed herein, and disseminating it to the CITY.

### **Section 5. Attendance at Meetings**

The SHERIFF, or his designee, agrees to attend quarterly Regional Planning Meetings for program status, review of data, and subsequent program development.

BJA-2017-11221

**Section 6. Tort Immunity Act**

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY, COUNTY or SHERIFF or any of their agents, officials or employees, in derogation of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

**Section 7. Hold Harmless Agreement**

To the fullest extent permitted by law, COUNTY, SHERIFF and CITY agree to hold each other harmless the CITY, from all claims, suits, judgments, costs, attorney's fees, damages or other relief arising out of or resulting from or through or alleged to arise out of any reckless negligent acts or omissions of any COUNTY, SHERIFF and CITY. However, the parties may exercise their right to enforce the terms of this Agreement, and for breach thereof.

**Section 8. Severability**

The terms of this Agreement shall be severable. In the event of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain full force and effect.

**Section 9. Independent Contractor Status**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

**Section 10. Venue**

This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to the Agreement shall be in the Circuit Court of Peoria County, Illinois.

**Section 11. Personal Liability**

No official, director, officer, agent or employee of the COUNTY, SHERIFF or CITY shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

**Section 12. Assignment of Successors**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignments shall be made without the prior written consent of the CITY.

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**Section 13. Headings**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and are in no way intended to define, limit or describe the scope or intent of any provision of this Agreement; nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 14. Modification or Amendment**

This Agreement, the documents it incorporates and its attachments including but not limited to drawings, diagrams, specifications or requests for proposals, or bid documents constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order herein provided.

**Section 15. No Creation of Third Party Beneficiaries**

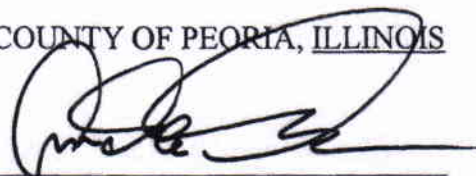
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 16. Termination**

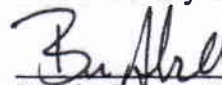
COUNTY, SHERIFF and CITY may terminate this Agreement upon sixty days written notice, however, all amounts are due hereunder remain valid and become immediately due upon notice of termination. To the extent any amount of money is due to the CITY, said amount shall be prorated as the effective date of the termination.

CITY OF PEORIA, ILLINOIS


\_\_\_\_\_  
City of Peoria Manager  
Patrick Urich

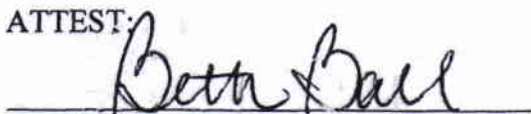
COUNTY OF PEORIA, ILLINOIS


\_\_\_\_\_  
Peoria County Board Chairman



\_\_\_\_\_  
Peoria County Sheriff

ATTEST:



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



\_\_\_\_\_  
County Clerk