




DATE SUBMITTED 11/10/21  
 SUBMITTED BY Capt. Max Sheffield  
 DATE ACTION REQUIRED 11/17/21

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS em

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:                    DISCUSSION/ACTION:  1. The Imperial Police Department requests approval of a new agreement between the Imperial Police Department and Veritone for one year.	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY:  This is an agreement between the Imperial Police Department and Veritone. Veritone is a software company that has developed an online application to report stop data to the California Department of Justice. The Imperial Police Department will be required to submit this information beginning January 1, 2022 to be in compliance with AB 953. The term of this agreement is for one year and costs \$100 per user per year. The agreement would begin December 1, 2021 and would cost \$1,800.	
FISCAL IMPACT: \$1,800 from Cannabis Funds	FINANCE INITIALS 
STAFF RECOMMENDATION: Staff recommends approval of the MOU.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS 
MOTION:  SECONDED:                    APPROVED                    ( )                    REJECTED                    ( ) AYES:                                DISAPPROVED                    ( )                    DEFERRED                    ( ) NAYES: ABSENT:                                REFERRED TO:	



## LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between Veritone, Inc. (for itself and/or its subsidiaries), having an office located at 575 Anton Boulevard, Costa Mesa, CA 92626 (“Veritone”) and the entity listed under Licensee Information below (“Licensee”), with respect to license(s) to Veritone’s Platform and related Services.

LICENSEE INFORMATION				
<b>Licensee Name:</b>	Imperial Police Department		<b>Billing Contact Information</b>	
<b>Licensee Address:</b>	424 S Imperial Ave, Imperial, CA 92251		<b>Contact Name:</b>	
<b>Contact Name:</b>	Max Sheffield		<b>Contact Phone:</b>	
<b>Phone:</b>	760-355-3821		<b>Contact Email:</b>	
<b>Email:</b>	msheffield@cityofimperial.org		<b>Email for Invoices:</b>	
LICENSE AND SERVICES DETAILS				
<b>Term:</b>	<b>Start Date:</b>	December 1, 2021	<b>End Date:</b>	November 30, 2022
<b>No. of Users:</b>	18 Users (see Section 4 below)		<b>License Fees:</b>	\$100.00 per User per year
<b>Services:</b>	<ul style="list-style-type: none"><li>- Veritone Contact Application</li><li>- Web-based “train the trainer” session for primary administrator</li><li>- Standard onboarding and standard technical support via email and in-app chat</li></ul>			
TERMS AND CONDITIONS				

- Master License Terms and Conditions.** This Agreement is governed by the Veritone Master License Terms and Conditions (GLC) at <https://unlock.veritone.com/license-terms-glc> (the “Terms and Conditions”), which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.
- Contact Application.** During the Term, Veritone grants to Licensee a right and license to access and use the Contact Application, subject to the terms of this Agreement. Licensee acknowledges that the Contact Application is intended to be used by Licensee only as a tool to support Licensee’s compliance efforts related to the collection and submission of data under the California Racial and Identity Profiling Act (“RIPA”). Licensee is solely responsible for its compliance with RIPA, including validating that the data collected, generated and/or submitted by Licensee utilizing the Contact Application meets RIPA requirements, and managing data retention and deletion in accordance with RIPA requirements. Veritone makes no representations or warranties as to the accuracy, completeness or sufficiency of data collected and/or generated by Licensee utilizing the Contact Application or as to compliance with RIPA requirements.
- DOJ Submissions.** Licensee will be permitted to integrate the Contact Application with Licensee’s systems for the purposes of submission of data to the State of California Department of Justice (“DOJ”). Licensee will be responsible for the configuration and maintenance of all interfaces required to integrate the Contact Application with Licensee’s systems, in accordance with the requirements, instructions and/or guidelines communicated by Veritone in writing from time to time. Licensee agrees to provide information regarding Licensee’s systems as reasonably required by Veritone to assist Licensee in connection with the integration. Veritone will not be responsible for any delay or failure in the submission of data to the DOJ caused by Licensee’s failure to configure and/or maintain the required integration. Veritone and Licensee will agree in writing to the exact date on which the automated submission of data to the DOJ through the integration will be activated.
- Users.** The number of users specified in the table above reflects the number of sworn officers designated by Licensee to access and use the Contact Application (each, a “User”). Licensee shall also be permitted to designate additional non-sworn officer personnel (i) as “administrators,” as reasonably necessary to administer Licensee’s use of the Contact Application (each, an “Administrator”), and (ii) as “reviewers,” as reasonably necessary to perform the reviewer function within the Contact Application (each, a “Reviewer”). If at any time during the Term, Licensee adds Users in excess of the number specified in the table above, Licensee will notify Veritone in writing, and Licensee will be charged additional license fees at the per-User rate specified above, prorated for the period of time commencing on the date each additional User is provided access to the Contact Application and continuing through the remainder of the Term. Upon request by Veritone, Licensee shall periodically provide reports to Veritone of the numbers of Users, Administrators and Reviewers who have access to the Contact Application. Veritone shall have the right, upon at least 15 days prior written notice to Licensee and at reasonable times, to examine Licensee’s records for the purpose of verifying the foregoing.
- Payment Terms.** The total license fees for the initial number of Users will be invoiced upon execution of this Agreement and will be due and payable upon receipt of invoice. If Users are added by Licensee during the Term, Veritone will invoice Licensee for the additional license fees for such Users, calculated as set forth in Section 4 above, and any such invoices will be due and payable upon receipt of invoice. All amounts are stated and payable in U.S. dollars.

6. **Data Deletion.** Upon expiration of the Term, Veritone will provide Licensee with continued access to the Contact Application for a period of up to thirty (30) days to allow Licensee to export all Licensee Content from the Contact Application for Licensee's data retention purposes. Licensee Content will be exported in the format generally made available by Veritone, unless a different format is expressly agreed by the parties in writing, which Licensee acknowledges may be subject to additional fees. Upon Veritone's request, Licensee will provide Veritone with written confirmation that Licensee has exported all Licensee Content. Licensee expressly acknowledges and agrees that Veritone will permanently delete any and all Licensee Content upon expiration of such thirty (30) day period.
7. **Authority.** The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: