

Passed By  
motion  
5/23/17

**INTERGOVERNMENTAL COOPERATION  
AGREEMENT BETWEEN  
SANGAMON COUNTY, ILLINOIS, THE SANGAMON COUNTY CIRCUIT  
CLERK, THE MUNICIPALITY OF CHATHAM, ILLINOIS AND THE  
CHATHAM POLICE DEPARTMENT**

---

This Agreement (the "Agreement") is made as of this 23 day of May, 2017, ("Effective Date"), pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), by and between the County of Sangamon, a body politic and corporate ("County"), the Sangamon County Circuit Clerk's Office ("Circuit Clerk"), the Municipality of Chatham, a municipal corporation, ("Village") and the Chatham Police Department ("Agency").

**RECITALS:**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services;

**WHEREAS**, 705 ILCS 105/27.3c provides for the assessing of a certain amount from each traffic citation issued under state law for the sole purpose of implementation of electronic citation services;

**WHEREAS**, the Sangamon County Circuit Clerk through open bid has provided electronic citation services pursuant to contract with Saltus Technology, LLC, ("Saltus") a solution which complies with all standards approved by the Sangamon County Circuit Court Clerk and the Chief Judge of the 7<sup>th</sup> Circuit;

**WHEREAS**, Sangamon County, Illinois ("County") the Sangamon County Circuit Clerk's Office ("Circuit Clerk"), the Municipality of Chatham, a municipal corporation, ("Village") and the Chatham Police Department ("Agency") desire to arrange for electronic citation services compatible with a unified countywide approach;

**WHEREAS**, this Agreement is entered into for the purpose of setting forth the terms and conditions of arranging, cooperating and funding electronic citation services;

**WHEREAS**, it is in the public's interest for the parties to provide for the efficient use of funds made available through state law.

**NOW, THEREFORE**, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement is effective from the date first written above

and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is received at least 60 days in advance of the renewal date. The Circuit Clerk, County or Municipality may terminate this Agreement upon sixty (60) days written notice to the other party. Neither party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party's contract approval process.

2. Costs. In consideration of the rights and obligations of the parties as provided in this Agreement, the Municipality agrees to allow the Circuit Clerk to retain and disburse in payment of the electronic citation services monthly fee and equipment provided to the Municipality by Saltus as specified in "Exhibit B" the electronic citation fees payable to the Municipality pursuant to 705 ILCS 105/27.3e. Should retention by the County of the electronic citation fees payable to the Municipality be found impossible or otherwise unauthorized, the Municipality agrees to return any electronic citation fees payable to the Municipality to the County to be disbursed in payment of the electronic citation services and equipment provided to the Municipality by Saltus as specified in Exhibit B. Electronic citation services to include monthly services fees, equipment and replacement of lost, damaged, or stolen equipment previously distributed to the Municipality as specified in the Circuit Clerk's agreement with Saltus, a copy of which is attached hereto and marked "Exhibit A" and made a part hereof. The County and the Circuit Clerk agree that all statutory funds received shall only be used to pay fees and equipment costs associated with electronic citation services and equipment used by the Agency under the pricing found in the Circuit Clerk's agreement with Saltus a copy of which is attached hereto, marked "Exhibit A", and adopted in its entirety. The Municipality's continuing fiscal obligation under this Agreement shall be limited to the electronic citation fees payable to the Municipality pursuant to 705ILCS 105/27.3e regardless of whether the amount of electronic citation fees is adequate to cover the Municipality's cost to the County and Circuit Clerk for the Municipality's continued participation in this Agreement for Electronic Citation Services except for any costs occasioned through fault or negligence of the Municipality or agency. The County and Circuit Clerk shall be responsible for any costs covered by this Agreement remaining after application of the electronic citation fees payable to the Municipality. The County also agrees to provide the services and equipment to the Agency as provided for in "Exhibit B" at the cost for services specified in "Exhibit A". The Circuit Clerk agrees to waive payment and collection of all fees and equipment costs that result in costs above those amounts collected pursuant to 705 ILCS 105/27.3 (e) at the time of termination of this agreement. Municipality and Agency shall, however, be responsible for any costs occasioned through the fault or negligence of the A g e n c y .

3. Scope of the Agreement. Through the County's agreement with Saltus, the Agency will be provided with the digiTICKET electronic solution. The service will provide the following:  
digiTICKET Software

- a. A digiTICKET software license for the term of the Agreement.
- b. The software license includes:
  1. a single web server license which includes access to the administrative website usable by the Agency
  2. mobile client software licenses for each user
  3. Additional client licenses can be purchased as needed
  4. mobile interface licenses for each unit (digiTICKET to New World

Mobile software

c. The software will be provided as-is. This means no new functionality will be developed specifically for the Agency. However, the software will be configured specifically for the proposed usage. Configuration of software includes items such as:

1. Updating the list of violations and bond amounts
2. Updating required fields on the mobile software
3. Updating web server user permissions
4. Creating one custom report
5. Creating at least one electronic data file export for integration with Court or Records Management System(s).

Software maintenance provided through periodic release updates to the Agency and server software for the term of this Agreement.

Hardware and consumables required to utilize the digiTICKET solution, including:

- a. Full page, 8 1/2 x 11 thermal printers
- b. Rugged USB, 2D barcode scanners
- c. All necessary charging cables, docks, mounts, screen protectors and carrying cases
- d. 20 year archive-ability thermal printer paper, as needed

Hardware support and maintenance will be provided by Saltus, including:

- a. Replacement devices, due to normal wear and tear issues and mechanical failure
- b. Replacement devices when the Agency and Saltus mutually agree that the useful life of the devices have passed
- c. The Agency must reimburse Circuit Clerk for lost, damaged or stolen devices. Reimbursement amounts to be determined by Circuit Clerk based on purchase price and age of the device.

Implementation and training services will be provided to configure and deploy the digiTICKET solution for the Agency.

4. Software license. This Software License covers the Saltus software that is the subject of this Agreement, which includes computer software and may include associated media, printed materials, "on-line" or electronic documentation, and internet-based services ("Software"). Agency agrees to be bound by the terms of this Section 4.0 by installing, copying, or otherwise using the Software.

Grant of Sub-License The Circuit Clerk grants Agency the following rights provided that Agency complies with all terms and conditions of this Section 4.0: a) The Circuit Clerk grants to Agency a nonexclusive license to use copies of the Software, provided that for each individual using the software within

Agency's organization, Agency has acquired a separate and valid license for each user device as may be required by Saltus; b) Agency may make and use an Unlimited number of copies of any documentation, provided that such copies shall be used only for the Agency's purposes pursuant to this Agreement and are not to be republished or distributed (either in hard copy or electronic form) beyond Agency's premises. c) Agency may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with a) above; d) Software provided by the Circuit Clerk may not be distributed to any individual, third party or entity that exists external to Agency's organizations or for any purpose other than use of the Software for Agency's purposes and the purposes expressly authorized herein.

Reservation of Rights and Ownership. The Circuit Clerk through Saltus reserves all rights not expressly granted to Agency in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. All rights to any source code, object code, related elements and any derivative hereof are expressly reserved. Saltus owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed not sold.

Limitations on Decompilation, and Disassembly. Agencies may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

No Rental/Commercial Hosting. Agencies may not rent, lease, lend or provide commercial hosting services with the Software.

Consent to Use of Data. Municipality and Agency agree that Saltus and its affiliates may collect and use technical information gathered as part of the product support services provided to Agency, if any, related to the Software. Saltus may use this information solely to improve its products or to provide customized services or technologies to Agency and will not disclose this information in a form that specifically identifies the Agency.

Software Services. This Software License applies to updates, supplements and add-on components of the Software that Saltus may provide to Agency or make available to Agency after the date Agency obtains the initial copy of the Software, unless Saltus provides other terms along with the update, supplement, add-on component.

Not For Resale Software. Software provided by Saltus through the Circuit Clerk, may not be sold or otherwise transferred for value, or used for any purpose other than Agency's application of the Software pursuant to this Agreement.

Export Restrictions. Agency acknowledges that the Software is subject to U.S.

export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-use, and destination restrictions issued by the U.S. mid authorization from Saltus.

Termination. Without prejudice to any other rights, the Circuit Clerk or Saltus may terminate the Software License if Agencies fail to comply with the terms and conditions of this Agreement. Such termination shall be effective upon mailing written notice to Agency. In such event, Agency shall ensure that all copies of the Software and all of its component parts are destroyed.

5. Miscellaneous

It is understood and agreed by the parties that:

The Circuit Clerk through Saltus may perform User Acceptance Testing and Training activities remotely, utilizing webinar and teleconferencing technologies.

Saltus will not provide installation services for vehicle docks or mounts.

The Agency will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.

Fees charged by Court or RMS system vendors are not included as part of this Agreement.

Saltus will host the digiTICKET application.

6. On-Going Personnel Support. The parties shall each provide departmental personnel, or contractual personnel at their discretion and funding, to support the s e r v i c e s .

7. Limitation of Liability. All liability, loss, or damage suffered by any party as a result of any mid all claims, demml ds, costs, expenses, or judgments arising out of, or relating to, activities of the pm-ties will be the sole responsibility of said party. Nothing herein will be construed as a waiver by the parties of any governmental immunity as provided by statute or modified by court decision. No party shall be entitled to recover incidental, consequential or special damages.

**THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE RESPECTIVE PARTIES OF THIS AGREEMENT MAKE NO WARRANTY TO EACH OTHER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES, NOR ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.**

8. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

9. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of all parties.

10. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

11. Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) Business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the Circuit Clerk:

---

---

---

---

If to the Municipality:

---

---

---

---

If to the Agency:

---

---

---

---

If to the County:

---

---

---

---

12. General.

Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County and the Municipality and their respective successors and assigns.

Integrated Agreement. This Agreement, and its attachments, constitute the entire agreement between the parties hereto concerning procurement, customization, and implementation of the Services; and supersedes all previous agreements, promises,

representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Execution of Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

13. Nature of Obligations. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the parties. The parties shall cooperate with and abide by all Federal Rules, Regulations, and Certifications required for implementation and continued operation of the services provide under this agreement.

**IN WITNESS WHEREOF**, the parties have caused this Intergovernmental Cooperation Agreement to be executed by their duly authorized officers as of the date first above written.

**SANGAMON COUNTY, ILLINOIS**

**MUNICIPALITY OF CHATHAM, ILLINOIS**

**By:**-----  
It's Board Chairman

By:-----  
It's Mayor

**SANGAMON COUNTY CIRCUIT CLERK**

**CHATHAM POLICE DEPARTMENT**

**By:**-----

**By:**-----

APPROVED AS TO FORM AND CONTENT BY SALTUS TECHNOLOGIES, LLC.

\_\_\_\_\_  
Saltus Technologies, LLC

Passed 6-0