

# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT AND SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN PASSPORT LABS, INC., A DIVISION OF PASSPORT PARKING, AND THE VILLAGE OF OAK PARK THROUGH DECEMBER 31, 2021 AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Extension of the Professional Services Agreement and Software License and Support Agreement ("Extension") between the Village and Passport Labs, Inc., a Division of Passport Parking, for an additional 116-day period through December 31, 2021 is approved and the Village Manager is authorized to execute the Extension in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.


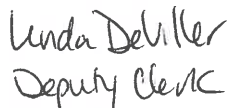
**ADOPTED** this 2<sup>nd</sup> day of August, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Enyia	✓			
Trustee Buchanan	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla		✓		

**APPROVED** this 2<sup>nd</sup> day of August, 2021.

  
Vicki Scaman, Village President

**ATTEST**

 by   
Christina M. Waters, Village Clerk  
Deputy Clerk

# ORIGINAL

## EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT AND SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN PASSPORT LABS, INC., A DIVISION OF PASSPORT PARKING, AND THE VILLAGE OF OAK PARK.

**THIS EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT AND SOFTWARE LICENSE AND SUPPORT AGREEMENT** (hereinafter the “Extension”) between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and Passport Labs, Inc., a division of Passport Parking (hereinafter the “Contractor”) is entered into as of the effective date set forth below (collectively referred to as the “Parties”).

### **RECITALS**

**WHEREAS**, the Parties previously entered into a Professional Services Agreement and Software License and Support Agreement dated September 6, 2018 (“Agreement”); and

**WHEREAS**, the Parties seek to extend the Agreement for an additional 116-day period.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **EXTENSION OF AGREEMENT.** The Agreement between the Parties is hereby extended for an additional 116 days beginning on September 7, 2021 and ending on December 31, 2021 and shall be in full force and effect during said time period.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect from September 7, 2021 through December 31, 2021.
4. **EFFECTIVE DATE.** This Extension shall be effective as of September 7, 2021.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

PASSPORT LABS, INC.

Cara Pavlicek  
By: Cara Pavlicek  
Its: Village Manager

Greg Wakefield  
By: Greg Wakefield  
Its: SVP, Revenue Operations

Dated: 8/3, 2021

Dated: 9/14, 2021

ATTEST

ATTEST

Christina M. Waters by Linda DeViller  
By: Christina M. Waters  
Its: Village Clerk  
Deputy Clerk

Wendy Soler  
By: Wendy Soler  
Its: Executive Assistant

Dated: 8/3, 2021

Dated: 9/14, 2021

REVIEWED AND APPROVED  
AS TO FORM

[Signature]  
AUG 02 2021  
LAW DEPARTMENT

RESOLUTION

**A RESOLUTION TO APPROVE A CONTRACTUAL SERVICES AGREEMENT AND SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN PASSPORT LABS, INC., A DIVISION OF PASSPORT PARKING, AND THE VILLAGE OF OAK PARK TO PROVIDE A NEW SOFTWARE SOLUTION FOR A UNIFIED PARKING CITATION AND PERMIT MANAGEMENT SYSTEM AND PROCESSING TECHNOLOGY FOR ALL VILLAGE PARKING PERMITTING, PARKING PASSES, VEHICLE STICKER LICENSING, MOBILE PARKING PAYMENT, ENFORCEMENT, AND ADJUDICATION SERVICES AND AUTHORIZING ITS EXECUTION**

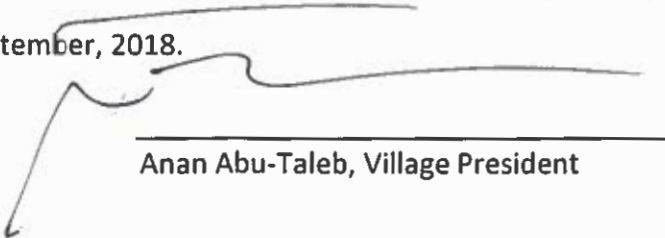
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Contractual Services Agreement ("Agreement") between Passport Labs, Inc., a division of Passport Parking, and the Village of Oak Park to provide a new software solution for a unified parking citation and permit management system and processing technology for all Village parking permitting, parking passes, vehicle sticker licensing, mobile parking payment, enforcement, and adjudication services is approved by the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 4<sup>th</sup> day of September, 2018, pursuant to a roll call vote at follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

APPROVED this 4<sup>th</sup> day of September, 2018.

  
Anan Abu-Taleb, Village President

ATTEST

  
Vicki Scaman, Village Clerk



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into this 6 day of September, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village" or "Provider"), and Passport Labs, Inc., a Delaware corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor" or "Passport"). The Village and Contractor are each a "party" and collectively, the "parties."

### **RECITALS**

**WHEREAS**, the Village intends to have professional services performed by the Contractor for the Contractor to provide and implement unified parking citation and permit management systems; and

**WHEREAS**, the Village issued a Request for Proposals ("RFP") for such services dated November 8, 2017, incorporated herein as though fully set forth; and

**WHEREAS**, the Contractor submitted a Proposal pursuant to the Village's RFP dated December 15, 2017, attached hereto as **Exhibit A** and incorporated herein by reference (hereinafter referred to as "Contractor's Proposal");

**WHEREAS**, the Contractor further submitted its Terms and Conditions as part of the Contractor's Proposal, with such Terms and Conditions attached hereto as **Exhibit B** and incorporated herein by reference; and

**WHEREAS**, the Contractor's Cost Elements and Pricing is incorporated herein and attached hereto as **Exhibit C**.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **RECITALS INCORPORATED.**

1.1. The above recitals are incorporated herein as though fully set forth.

## **2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.**

2.1. The Contractor shall provide the services set forth in the Contractor's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village to proceed. The Village shall approve the use of subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement, and such approval not to be unreasonably withheld, delayed, or conditioned.

2.2. Except as otherwise set forth herein, the Contractor shall submit to the Village all reports, documents, and information set forth in the Contractor's Proposal. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between and among the terms, conditions, and provisions of this Agreement and any Exhibits, the order of precedence shall be the order as listed below:

2.3.1. This Agreement and Exhibits;

2.3.2. Contractor's Proposal; and

2.3.3. The Village's RFP.

2.4. Village Authorized Representative. The Village's Director of Development Customer Services or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates David Singletary, Vice President of Sales as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the

Contractor. The Contractor shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

### 3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services as set forth in Exhibit C. The Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, by written order signed by both parties, request changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly with such writing signed by both parties. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. The Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time to withhold from any payment such amount as may reasonably be necessary to compensate the Village for any actual loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing the Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of

the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall be for a three (3) year term thereafter with two additional (2) terms of one (1) year each at the Village's option subject to the same terms and conditions set forth herein. The Contractor shall be allowed a price increase for the any additional one (1) year terms.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar day's written notice pursuant to Section 19 below of its intent to terminate; (2) an opportunity for a meeting with the terminating party before termination; and (3) a reasonably opportunity to cure the failure to fulfill its obligations.

4.3. The Village may terminate this Agreement, in whole or in part, for its convenience; provided, however, the Village may not terminate this Agreement, in whole or in part, for its convenience during the first two (2) years of this Agreement and, if the Village terminates any product in the first two (2) years of this Agreement, the Village shall pay Contractor a true-up amount based on the applicable product volumes of 50,000 tickets issued, 25,000 annual permits, and 10,000 monthly or quarterly permits at the prices set forth in Exhibit C.

4.4. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses; provided, however, in the event of such termination pursuant to this Section 4.3, the Village shall pay Contractor for all services performed through the date of termination plus any fees that would have been payable to Contractor through the natural expiration of the then-applicable contract term.

#### **5. INDEMNIFICATION.**

5.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers (the "Indemnified Parties") against any and all third-party lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or



failure to perform, the Services or any part thereof, but only to the extent caused by the negligence of Contractor or its subcontractors or their respective employees. Contractor's indemnification obligation as set forth herein shall not extend to claims, costs, causes, actions and expenses attributable to any wrongful or negligent act or omission of the Village or of any other third party.

## 6. INSURANCE.

6.1. The Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the Effective Date of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Commercial general liability coverage shall include broad form property damage, contractual and personal injury.
- ii. Limits:
 

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of North Carolina, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation

Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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**(E) Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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**(F)** The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

6.4. The Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Indemnified Parties. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as otherwise set forth herein, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; provided, however, that Contractor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer

or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots, demands or requirements of governmental agencies, or delays or omissions attributable to third-party vendors, suppliers, or integration partners.

**9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification, including such written orders pursuant to Section 3.2, shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**10. STANDARD OF CARE.**

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Contractor warrants that its software functions as set forth in Section 24 of Exhibit B, Terms and Conditions.

10.3. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.4. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge

from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Agreement.

10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **11. DOCUMENTS AND BOOKS AND RECORDS.**

11.1. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.2. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in

the Village's development, promotional and other materials which include Contractor's Work Products.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request.

## **12. CONFIDENTIALITY.**

12.1. With respect to the disclosure of data or other information by the Village or Contractor, the other party shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and Contractor shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Contractor's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

12.2. The obligation set forth in Section 12.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

12.3. The Village and Contractor shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records and other materials provided by the Village or Contractor shall be returned to the other party upon Contractor's completion of the Services pursuant to this Agreement.

## **13. SAVINGS CLAUSE.**

13.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**14. NON-WAIVER OF RIGHTS.**

14.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14.2. This Agreement shall not prohibit Contractor from providing services to any other public or private entity or person. In the event that Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

**15. THE VILLAGE'S REMEDIES.**

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within thirty (30) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

15.1.1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

15.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

15.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

15.1.4. The Village may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

**16. NO COLLUSION.**

16.1. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**17. ENTIRE AGREEMENT.**

17.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**18. GOVERNING LAW AND VENUE.**

18.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

18.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**19. NOTICE.**

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, email or facsimile transmission to the persons and addresses indicated below or to such other

addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302  
Fax: (708) 358-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Contractor:

Passport Labs, Inc.  
Attn.: Khristian Gutierrez  
128 S. Tryon St., Suite 2200  
Charlotte, North Carolina 28202  
Fax: (888) 804-1783  
Email: [khristian.gutierrez@passportinc.com](mailto:khristian.gutierrez@passportinc.com)

With a copy to:

Passport Labs, Inc.  
Attn.: Jason Idilbi  
128 S. Tryon St., Suite 2200  
Charlotte, North Carolina 28202  
Fax: (888) 804-1783  
Email: [Jason.idilbi@passportinc.com](mailto:Jason.idilbi@passportinc.com)

19.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

19.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email or facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

## 20. **BINDING AUTHORITY.**

20.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

## 21. **HEADINGS AND TITLES.**

21.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.



**22. COUNTERPARTS.**

22.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

22.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**23. EFFECTIVE DATE.**

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

**24. BINDING AUTHORITY.**

24.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**25. AUTHORIZATIONS.**

25.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**26. EQUAL OPPORTUNITY EMPLOYER.**

26.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 *et seq.* and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

Cara Pavlicek  
By: Cara Pavlicek  
Its: Village Manager

Date: 9/6, 2018

ATTEST

Vicki Scaman  
By: Vicki Scaman  
Its: Village Clerk

Date: 9/6, 2018

PASSPORT LABS, INC.

[Signature]  
By: ~~Christina Gutierrez~~  
Its: Chief Revenue Officer

Date: September 21, 2018

ATTEST

[Signature]  
By: Jason Scilli  
Its: General Counsel

Date: September 21, 2018

REVIEWED AND APPROVED  
ASTD FORM

[Signature]  
SEP 04 2018  
LAW DEPARTMENT

**Exhibit A**  
**Contractor's Proposal and Services**

**Equipment:**

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
- b) For Android devices not purchased through Passport, Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00 per device
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the price for Zebra zq320 (or substantial equivalent) is \$600.00
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport.

**Collections Support:**

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- b) After fourteen (14) days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased
- c) Passport will send a second letter fourteen (14) days after issuance for each applicable unpaid citation owner
- d) After a number of days, as agreed upon by the parties, Passport will send a third letter after issuance for each applicable unpaid citation owner

**State Licensure Authorizations:**

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider

**Exhibit B**  
**Terms and Conditions**

1. **Services**

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. **Compliance with Laws and Codes**

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. **PCI Certification**

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. **Product Updates**

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of

such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this Section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

#### 5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

#### 6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

#### 7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this Section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

#### 8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit

of four dollars (\$4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

#### 9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

#### 10. Technical Support

Provider will field all support calls and emails from end users. Passport will provide second tier technical support to end users where Provider's support representative is unable to provide a satisfactory resolution to an end user support inquiry and escalated technical support from Passport is required to resolve such inquiry. In this capacity as Provider's escalated technical support resource, Passport will provide live telephone support Monday through Friday from 9am-5pm EDT. Passport will also provide email support. All email support inquiries will be answered within two (2) hours during business hours and within twenty-four (24) hours during non-business hours. These hours apply on all Passport holidays. Passport will provide customer service support in both English and Spanish to the end user.

#### 11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information (“PCI-DSS Information”) consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards (“PCI-DSS”): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport’s Software own PII and license it to Passport pursuant to Passport’s Privacy Policy, as it may be amended from time to time in Passport’s sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider’s internal use in connection with the services provided under this Agreement.

## 12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

## 13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this Agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

## 14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

## 15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and these terms and conditions contain a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar (\$250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of \$0.05 per transaction.



## 16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

## 17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

## 18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

## 19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this Section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
- iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know

- the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
  - v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.
- B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:
- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
  - ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
  - iii. It was independently developed by the receiving party without use of the Confidential Information; or
  - iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

## 20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "wallet program"). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

## 21. Marketing and Design Services

At Provider's request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

## 22. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

## 23. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

## 24. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

## 25. Severability

If any provision of the Agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

## 26. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

## 27. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

## 28. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

## 29. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

## 30. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

**Supported Payment Gateways**

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

**Exhibit C**  
**Cost Elements and Pricing**

**Ancillary Fees:**

- a) Zone setup fees of three dollars (\$3.00) per space - WAIVED
- b) Initial Signs and Stickers – WAIVED  
(unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal will apply to additional or replacement orders)
- c) Provider will pay a ten dollar (\$10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport
- d) Provider will pay a one dollar (\$1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport
- e) Passport will provide a design file to allow Provider to print replacement signs and decals
- f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request.

**Onsite Discovery** (At no additional cost to the Village, Contractor shall provide up to two (2) days on site by up to two (2) Contractor representatives. For any on-site discovery beyond two (2) days, the Village shall pay Contractor \$895.00 per day per Contractor representative)

**Onsite Go-Live** (At no additional cost to the Village, Contractor shall provide two business days on site by up to two (2) Contractor representatives. For any on-site go-live beyond two (2) days, the Village shall pay Contractor \$895.00 per day per Passport representative)

CITATION AND PERMIT SERVICES (Pricing below is contingent upon and assumes volumes of at least 50k citations issued per year; at least 25k annual Vehicle Sticker permits; and at least 10k permits for lots and on street sold or renewed at least quarterly.)

Description	Per Unit Cost
Overnight Pass Permit Module Annual Support Fees (existing service)	\$0 per year
Per Citation Paid Administrative Fee	\$2.95 per ticket paid by the end user
Annual Permit & Pass Support Fees	\$30,000 per year for Unlimited Permits & Passes
Private Label Fees Development, Deployment, + Support Fees	Waived
Mobile Pay Services	\$0.35 per transaction
Per Annual Permit Issued (paid by end user)	\$3.95
Per Monthly or Quarterly Permit Issued (paid by end user)	\$1.95
Early Collections Support (for up to 60k tickets issued) for tickets <181 days old	Included
Early Collections Support (for > 60k tickets issued) for tickets < 181 days old	An Additional \$2 per ticket paid (for a total of \$4.95 per ticket paid; the original \$2.95 can be paid by the end user)
Aged Citations / Harvester Collections Services (for tickets aged 181+ days)	19.5% of collections
Per mailed notice	\$0.75 + First Class Postage
Custom Development Items needed to implement services	Included
Paid overnight passes, paid by the end user	\$0.25 per pass
First 3 free overnight passes	No cost
Other parking passes (up to 13k per year)	First 13k free; thereafter \$0.25 per pass
Custom Development Items Necessary to Implement the Services	Included
Merchant Processing	2.9% + \$0.25 per transaction
Gateway Services	\$0.05 per transaction
Samsung S7 or Equivalent	First 11 Devices included at no cost
Zebra ZQ320 + Accessories (strap, battery, charger)	First 11 Devices included at no cost; thereafter \$600 per printer
Printer Paper	Responsibility of the Village
Data Plans	Responsibility of the Village
Appeals Process	Included

DMV Lookup Fee (In-State)	Included in Notice Fee
DMV Lookup Fee (Out-of-State)	Included in Notice Fee
Annual Citation Software	Included
Citation Software License Fee	Included
In-Vehicle Software Licensing Fee	Included
<b>Optional - (Pricing for optional services assumes both services below are selected. To the extent both services are not purchased together, the Parties will agree on new pricing)</b>	
Payment Processing (Lockbox)	\$14,100/year
Data Entry of Manual Citations	\$1.80 per manually entered ticket

Description	
Charging for Permit Waitlist	Included
Integration with PARCS system	No longer needed
IL SOS Driver's License Holds	Included; any fees from the IL SOS will be passed through to the Village
Real-time Shared Tire Marking	Included
Assignment of Citation Status Codes	Included
Phone/email Notifications for Snow	Included
Payment Plan Development	Included
Integration with BS&A Cashiering	Included
Integration with TIBA	Included
Integration with IDROP	Included
GL Code Creation and Sharing	Included
Citation Payment at Cale Pay Station	\$2.95 per ticket paid
GIS Mapping Integration	Included





### Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf. Hosted Server  
Customer: Oak Park LPR VA

Date: August 2019  
Estimator: S Bricken

#### PROPOSED COST ELEMENTS - SUMMARY

Cost Element	End User Cost	Annual Costs - Software and Maintenance		
		Year 1	Year 2	Year 3
Mobile Overtime LPR and Professional Services	\$ 172,360.00	-	-	-
Mobile Computing Package	\$ 21,600.00	-	-	-
On Premise Server Existing City Server and - Annual Cost for Advantage	\$ 10,376.00	Included	\$ 776.00	\$ 776.00
Mobile Assurance Support - Annual Cost	\$ 5,200.00	Included	\$ 5,200.00	\$ 5,200.00
Extended Warranty Optional - Five Year Advance Purchase Discount	\$ 62,040.00	-	-	-
<b>Subtotal</b>	<b>\$ 271,576.00</b>	<b>\$ -</b>	<b>\$ 5,976</b>	<b>\$ 5,976.00</b>
<b>LPR Equipment Costs and Services - Total</b>	<b>\$ 271,576</b>	<b>\$ -</b>	<b>\$ 5,976</b>	<b>\$ 5,976</b>

\*\*\* This proposal does not account for sales tax



### Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

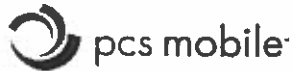
Estimator: S Bruecken

#### Costs - Mobile LPR

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
<b>AutoVu Hardware</b>					
AU-K-O2XSN-850	AutoVu SharpX Overtime Dual Base Kit	AutoVu SharpX OVERTIME Dual base KIT Includes main processing unit, hard mount brackets, wiring, Navigator Kit w/GPS, tire cameras, high resolution LPR units and in-	4	\$ 37,865 \$	151,460.00
<b>Vehicle Software</b>					
AU-M-OFFLINEMAP-NA	Mapline License	including data for North America - Per vehicle license	4	\$ 500.00 \$	2,000.00
<b>Professional Services</b>					
MOB-VEHINSTALL	Mobile Installation	Installation of AutoVu on Mobile Computer Assembly in each vehicle, installation of software, configuration and testing. Includes installation and configuration of Nav unit and wheel image cameras.	4	\$ 2,200.00 \$	8,800.00
VID-SERVICE	Security Center Installation and Configuration	Installation of Security Center and AutoVu Module on server or hosted environment. - This is a remote service	1	\$ 1,500.00 \$	1,500.00
VID-SERVICE	Custom Development	Custom development for Mobile LPR Package (ex: Zone editor, mapping, custom enforcement rules). Up to 50 lots. Includes one Pay by Plate Sync Integration and one List Updater configuration. ** Does not include Pay by Plate Multi integration services	1	\$ 1,500.00 \$	1,500.00
VID-SERVICE	Custom Development Add On	Custom development for Mobile LPR Package - Additional zone configuration or Pay by Plate Integrations. ** Per project scope	2	\$ 1,000.00 \$	2,000.00
VID-PM	Project Management Services	Project Management for AutoVudeployment. Covers mobile deployment.	1	\$ 1,500.00 \$	1,500.00
VID-Training	On-Site and Remote Training	Training provided on site for mobile application Patroller software and hardware. Remote training provided for Security Center backend software. Includes one half day of training and provided in a "Train the Trainer" approach and maximum of three (3) Trainees per session.	2	\$ 600.00 \$	1,200.00
TRAVEL_ZONE	Travel Charge for On Site Services	Cost of technician to provide on-site installation. This is a per trip charge; if technician is required to return to site for reasons outside of PCS Mobile's control, there will need to be additional trip charges.	2	\$ 900.00 \$	1,800.00
<b>Shipping</b>					
Ship-US	Shipping	Shipping to Lower 48 States	4	\$ 150.00 \$	600.00
<b>Subtotal</b>					\$ 172,360.00
<b>LPR Equipment, Costs and Services- Total</b>					\$ 172,360.00

#### Costs - Warranty Options - OPTIONAL

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
<b>Extended Warranty Options - Mobile LPR</b>					
AU-K-OXX-EWUP-1Y	First Year Upgrade Extended Warranty for Mobile Kit	AU-K-OXX - advanced swap warranty service upgrade from return and repair for first year of sale.	4	\$ 950.00 \$	3,800.00
AU-K-OXX-EWAS-4Y	Four Years Advance Swap Warranty - Covers years 2 - 5	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - 4 Years additional coverage. Does not include update to advanced replacement for year 1 (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Benomad updates. Does not cover in-vehicle PC.	4	\$ 14,560 \$	58,400.00
<b>Subtotal</b>					\$ 62,040.00
<b>Extended Warranty Options Total</b>					\$ 62,040.00



### Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruecken

#### Costs - Computing (mobile)

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
<b>Hardware</b>					
COM-PROD	Mobile Computing Assembly	GTAC F1-10. Complete Kit. Includes 3 year warranty on the tablet, Mounting Hardware (VEHICLE MAKE AND MODEL MANDATORY AT TIME OF ORDER), Docking Station and Vehicle Power Adapter. Includes internal cellular modem	4	\$ 5,400.00	\$ 21,600.00
<b>Subtotal</b>					<b>\$ 21,600</b>
<b>Hardware Costs - Total</b>					<b>\$ 21,600</b>

#### Tablet Specs:

FG21ZDLA1HXX F110 G4 i5-7200U, 11.6"inch + Webcam, Win 10 x64+8GB, 256GB SSD, Sunlight Readable LCD-TS+ Digitizer, AC Adapter, Rear Camera, Wi-Fi + BT + GPS + 4G LTE + Passthrough, Low Temp -21C, TPM 2.0, IP65, 3 Year Warranty



### Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

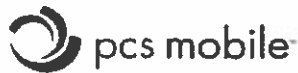
Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruacken

#### Costs - On-Premise Server (existing Security Center server operated by the Village)

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
<b>AutoVu Managed Services - On Premise Server</b>					
GSC-Base-5.7	Base Software	Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content	1	\$ -	\$ -
GSC-Av-S-PARKING	GSC AutoVu Standard Base Package - Parking	GSC AutoVu™ Standard Package For Parking Management. Includes Security Center Mapping for 5 Clients, List Updater and Pay-by-Plate Single.	1	\$ 5,330.00	\$ 5,330.00
GSC-PBPSYNC-UPG- MULTI	Upgrade to Pay by Plate Multi	Upgrade to multiple Pay by Plate systems. No need to add SINGLE	1	\$ 4,270.00	\$ 4,270.00
ADV-LPR-M-1Y	Genetec Advantage - Mobile	Genetec™ Advantage 1 AutoVu mobile system connection to Security Center - 1 Year - ANNUAL COST	4	\$ 220.00	\$ 776.00
<b>Subtotal</b>					<b>\$ 10,376.00</b>
<b>Server Costs - Total</b>					<b>10,376.00</b>



### Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruecken

#### Costs - Annual Support

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
<b>Mobile Assurance Support</b>					
MOB-MAMSummit	Mobile Assurance®	Any service or support that requires a PCS Mobile Mobility Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR solution. Per mobile and fixed camera system.	4	\$ 250.00	\$ 1,000.00
	Mobility Summit				
MOB-SUPPORT	Mobile Assurance®	Any service or support that requires a PCS Mobile IT Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR software (i.e. Security Center or Patroller) on the server.	1	\$ 2,500.00	\$ 2,500.00
	Summit Server				
MOB-MAPM	Preventative Maintenance	Optional Preventative Maintenance to include with any package. This visit includes checking and re-seating all connections, mounting hardware, testing and adjusting of hardware and software.	4	\$ 200.00	\$ 800.00
TRAVEL_ZONE	Travel Charge for On Site Services	Travel Cost per trip for Preventative Maintenance.	1	\$ 900.00	\$ 900.00
<b>Subtotal</b>					<b>\$ 5,200.00</b>
<b>LPR Support Services- Total</b>					<b>\$ 5,200.00</b>

**Exhibit D**  
**Custom-Branded/Private Label Mobile Payment Set Up**

I. Private Label Set Up. Provider desires, and Passport wishes to deliver to Provider in connection with the Agreement a private-label application ("Private Label App") pursuant to the terms and conditions below.

A. **Provider Obligations.** Provider shall:

i. Serve as the account holder of record for Google Play and Apple App Store developer accounts (the "Accounts").

ii. Grant Passport, through the execution of this Agreement, a limited power of attorney (the "POA") authorizing Passport to take all necessary actions related to the Accounts on Provider's behalf including, but not limited to, activation, set-up, management, maintenance, and support. Provider shall comply with all necessary conditions, requirements, and obligations to serve as the holder of the Accounts including, but not limited to, obtaining a Dun & Bradstreet, Inc. number in Provider's name. Provider must cooperate with Passport to ensure that all Accounts credentials (e.g., username and password) are received by Passport a minimum of fifteen (15) business days prior the launch date of the Private Label App.

iii. Not hold Passport liable for delays of any kind caused by the failure of Provider, Google, Apple, or any other third party to provide any necessary or required information to Passport or to take any necessary or required action in connection with the Accounts.

iv. Not access or use the Accounts in any manner that could cause error or interruption. Passport is not liable for any errors, delays, or problems caused by Provider's access or use of the Accounts.

v. Not access the Accounts for the purposes of responding to Private Label App reviews in the Google Play and Apple App Stores.

vi. Cooperate with Passport by providing, in a timely manner such that Passport can meet its obligations hereunder, any information and/or taking any action, as necessary or required, including, but not limited to, the execution of any documents related to the Accounts.

B. **Passport Obligations.** Passport shall:

i. Create the Private Label App.

ii. Assist Provider, or otherwise act on Provider's behalf pursuant to the POA, related to the Accounts including, but not limited to, activation, set-up, management, maintenance, support and, with Provider's assistance, as may be required, obtain read-only Accounts and full-access Accounts on behalf of Provider.

iii. Have the exclusive right, on behalf of Provider and in Passport's sole discretion, to respond to Private Label App reviews in the Google Play and Apple App Stores.

iv. Be responsible for all fees associated with the Accounts (currently, \$99.00/year for Apple and a one-time fee of \$25.00 for Google).

C. Private Label Assets. Passport shall retain all trademark, copyright, and other intellectual property rights in and to any brand name and brand visualization content that Passport creates in connection with the Private Label App. Passport reserves the right to include elements indicating Passport as the provider of the Private Label App, such as word elements (e.g., "Powered by Passport") and/or design elements (e.g., a Passport logo), in conjunction with such Private Label Assets wherever they may appear.