



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Alderman Daniel Arevalo	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman Ric Brereton	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Matt Fleury	Vice Chairman Public Safety

AGENDA

August 24, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

- (A) Belvidere Police Department – LexisNexis Law Enforcement Agreement.
- (B) Belvidere Police Department – DigiTICKET.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business: None.

5. Other:

- (A) Public Works – Certificate of Satisfactory Completion – Plat #4 of Sager Corporate Park.
- (B) Public Works- Tripp Road Engineering Agreement.
- (C) Public Works- Valve Machine Replacement – Water Department.

6. Adjournment:

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Chamberlain and City Council

FROM: Chief Shane Woody

DATE: June 22, 2020

RE: Authorization to sign LexisNexis Law Enforcement Agreement

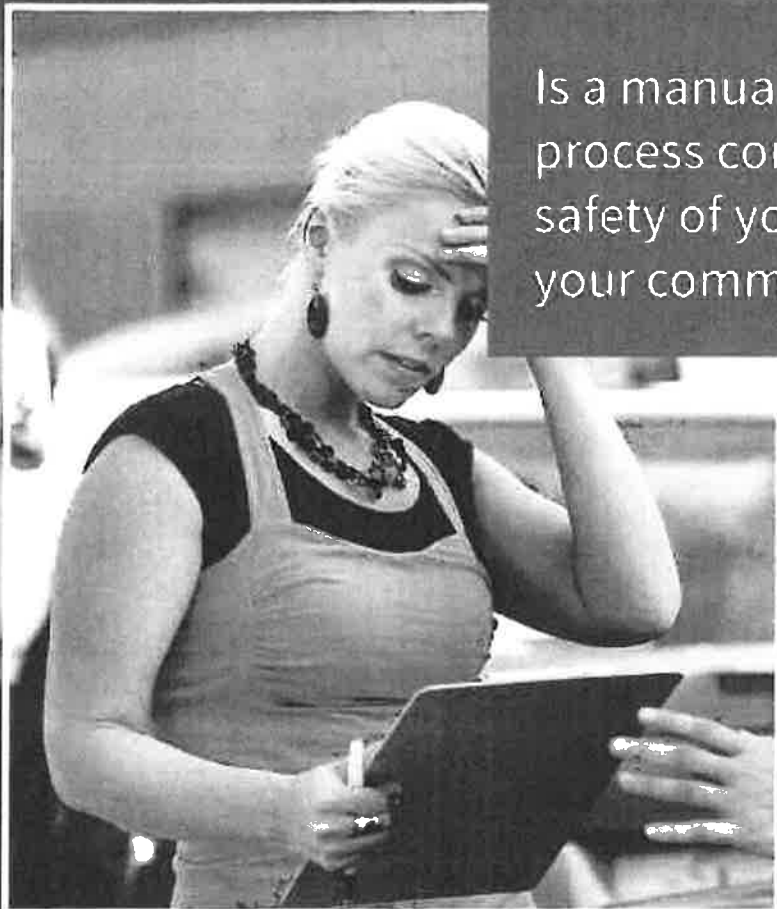
The Belvidere Police Department is requesting authorization to sign the attached Lexis Nexis Law Enforcement Agreement to allow the Belvidere Police Department to take advantage of the eCrash program from LexisNexis.

If authorized, Lexis Nexis will provide countless benefits for the Belvidere Police Department which are spelled out in the associated materials attached with the motion.

The Belvidere Police Department would charge the same price (\$5.00) to get a digital accident report that did to get a hard copy report.

The Boone County Sheriff's Office will also be participating in this program.

Motion: To authorize the signing of the attached contract for LexisNexis / Coplogic Solutions eCrash digital reporting.



Is a manual crash reporting process compromising the safety of your officers and your community?

A better solution exists and it's available to you, at no cost.

Streamline the crash reporting process from start to finish, and acquire the fresh insight you need to improve traffic safety and overall quality of life for the people you protect and serve.



For many law enforcement agencies, managing and distributing crash reports is an outdated, inefficient process that requires a lot of time, money and patience. That's because the work is often manual, which results in frequent delays, data entry errors and minimal process standardization.

LexisNexis® eCrash can help by bringing simplicity and efficiency to the handling of crash reports. By automating the reporting process—from the scene of the accident to public report distribution—it provides a highly secure, electronic data management resource that helps agencies deliver faster crash report data, while advancing traffic safety and the quality of life for the people they protect and serve.

Save time and money with a complete crash management solution, offered at no charge to agencies

Among the countless benefits of LexisNexis eCrash, two advantages are paramount. First, it offers an end-to-end crash data management solution that streamlines and secures the entire report handling process from report data capture, storage and access to analysis and distribution.

Second, at a time when many agencies are challenged with budget cuts, this solution is available at no cost to law enforcement. That means there is no cost to acquire the technology, customize it, implement it, integrate it with agency specific mobile software or update it. Instead, the system pays for itself by assessing a modest convenience fee to citizens, insurers and other authorized parties who purchase the accident reports.

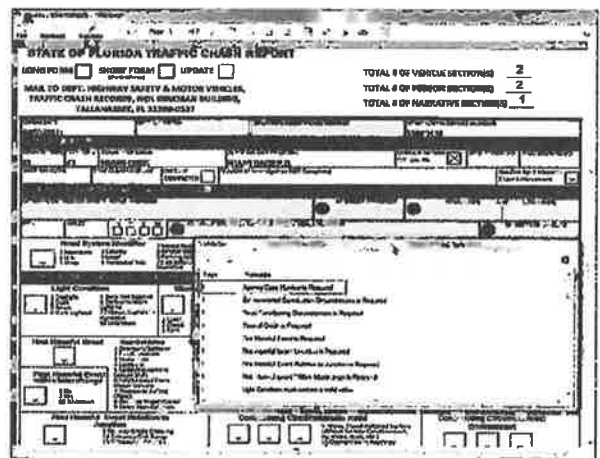
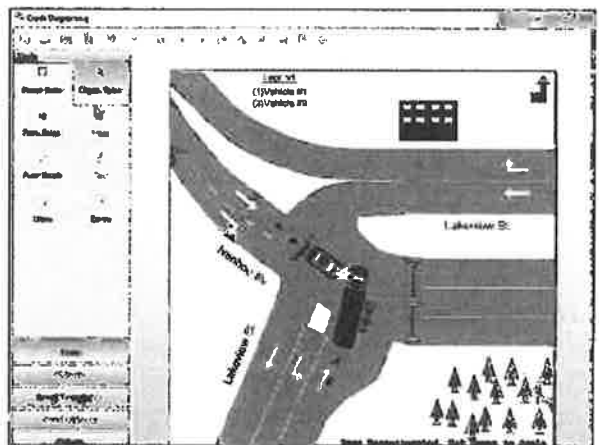
With LexisNexis eCrash, your agency can focus more on your core mission—providing the highest quality of public safety—and spend less time, manpower and money on tedious administrative details.

To provide an optimized crash reporting workflow, LexisNexis eCrash includes access to the following three service components.

LexisNexis Report Capture

Secure, fast onsite reporting for increased safety
Access customized, state-compliant report capabilities from an officer's laptop computer at the crash scene.

- Improves report quality and data integrity by eliminating duplicate keying errors.
- Speeds data capture to more quickly clear crash scenes.
- Enhances officer safety as they can complete reports in their patrol car.



LexisNexis Command Center

Streamlined reporting and real-time statistics for stronger safety tactics

Create a premium reporting workflow that ensures the utmost accuracy and process efficiency, and access comprehensive statistics and analytics that drive increased public safety.

- Simplify internal approvals by electronically managing crash reports.
- Boost public safety by accessing crash data by location, causation, external factors and more.
- Support nationwide investigations by searching for “persons of interest” based on crash-related criteria.

Date	Location	Status
2/1/2012	1234 Main St, City, State	Reported
2/2/2012	5678 Elm St, City, State	Approved
2/3/2012	9101 Oak St, City, State	Sold

Start Date: 2/1/2012
 End Date: 2/14/2012
 Previous Month | **Generate Report** | Next Month

Reports Uploaded and Sold - 2/1/2012 - 2/14/2012 [View All Details](#)

Date	Reports Uploaded	Reports Sold	Revenue	Charges	Revenue
2/1/2012	45	27	14	13	\$81.00
2/2/2012	37	77	50	19	\$221.00
2/3/2012	41	62	44	18	\$188.00
2/4/2012	9	6	1	5	\$9.00
2/5/2012	13	3	1	2	\$9.00
2/6/2012	48	56	28	21	\$128.00
2/7/2012	34	36	70	26	\$288.00

LexisNexis Police Reports

Reduce costs, increase efficiency and offer better service to citizens

Provide a convenient Web portal for purchasing crash reports online, that also allows you to easily track key metrics, including who purchased reports, when they purchased them, report revenue and more.

- Reduce in-person and phone requests by giving officers cards to distribute at the crash site, explaining how to access reports online.
- Improve report accessibility, dispersal and overall efficiency with 24/7 online availability.
- Enhance public service by allowing authorized parties to order their crash report from home.

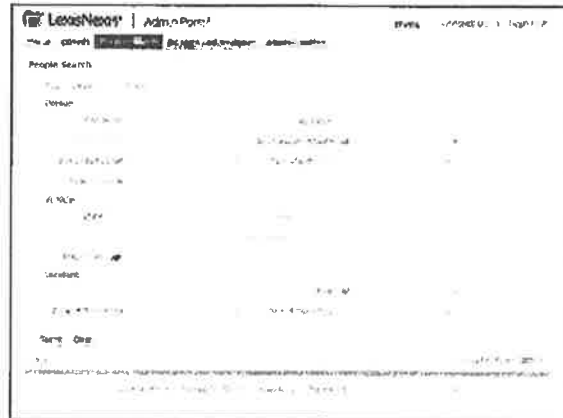


Search Results

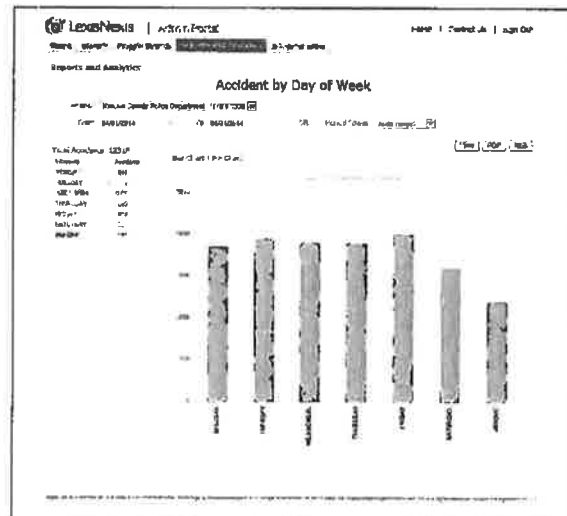
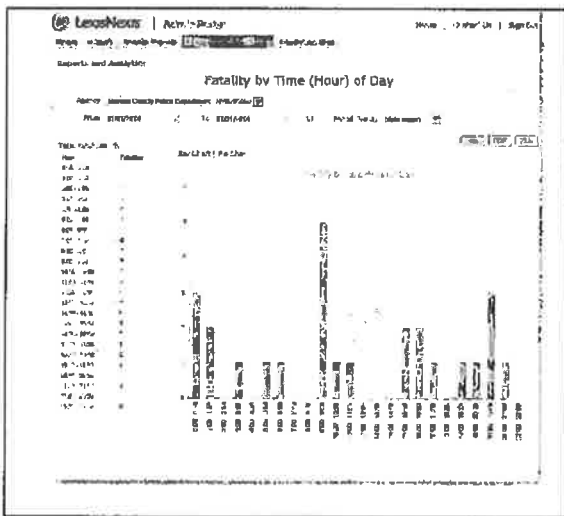
Case No.	Address	City	State	Zip	Report No.	Report Date	Report Type
123456	123 Main St	City	State	12345	123456789	2/1/2012	Purchase Report
987654	567 Elm St	City	State	54321	987654321	2/2/2012	Purchase Report

A powerful investigative resource

With almost 400,000 new reports added to database each month, LexisNexis eCrash is a robust national database of crash reports and powerful investigative resource where data is shared exclusively by participating law enforcement agencies throughout the country.



Other available eCrash reports



Coplogic™ Solutions

For more information, call 877.719.8806 or email solutionsinquiry@lexisnexisrisk.com

About LexisNexis Risk Solutions

At LexisNexis Risk Solutions, we believe in the power of data and advanced analytics for better risk management. With over 40 years of expertise, we are the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results while upholding the highest standards for security and privacy. Headquartered in metro Atlanta USA, LexisNexis Risk Solutions serves customers in more than 100 countries and is part of RELX Group, a global provider of information and analytics for professional and business customers across industries. For more information, please visit www.lexisnexis.com/risk.

The eCrash service is not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the eCrash service may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA. Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. Coplogic is a trademark of LexisNexis Coplogic Solutions Inc. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright © 2017 LexisNexis. NXR01908-3 0917

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“Agreement”) is dated _____, 2020 (“Effective Date”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Provider”), and Belvidere Police Department, with its principal place of operations at 615 N. Main Street, Belvidere, Illinois 61008 (“Agency”). Provider and Agency may be referred to herein individually as a “Party” and collectively referred to as “Parties”.

1. **SCOPE.** Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “Services”) as described in an applicable order to this Agreement (“Order”). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “Report”). “Report” shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 **License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 **Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’s written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency’s designated preferred Provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency’s Reports.

2.3 **Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency

has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying

the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.

- 4.2.1. No Agency Fee will be paid with respect to the following:
 - 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - 4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
 - 4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - 4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the eCommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the eCommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

- 6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ~~ninety-sixty~~ (960) days prior to the end of the applicable Order term.
- 6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.2. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.3. Social Security Numbers.** Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.4. Privacy Principles.** Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.5. Security.** Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.6. Additional Requested Terms and Conditions.** Provider acts on behalf of Agency in carrying out Agency's obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency's Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider's eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency's Reports, Agency will notify Provider within three (3) business days of Agency's decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency's Reports have been met when Agency authorizes Provider to disclose Agency's Reports to Authorized Requestors on Provider's eCommerce web portal pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition.** "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information.** Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership.** Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders.** A Party may disclose Confidential Information solely to the extent required by subpoena, court order or ~~the Illinois Freedom of Information Act, 5 ILCS 140/1 et. Seq. ("IL FOIA")~~ or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such

subpoena, court order or the Illinois Freedom of Information Act, 5 ILCS 140/1 et. Seq. ("IL FOIA"), or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. if information is disclosed pursuant to a public records request, the receiving party will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

8.8-8.9. IL FOIA. Notwithstanding the above, to the extent that Provider discloses its Confidential Information to Agency, Provider acknowledges that Agency is subject to IL FOIA. Provider understands that the public shall have access to public records, unless the records are exempt and/or confidential under applicable law. Prior to any disclosure requested under IL FOIA, Agency shall give Provider prompt written notice of such request. Provider shall have ~~three (3)~~ () days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to a request under IL FOIA, Agency will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The parties understand and agree that the failure by Provider to timely respond to the notice provided by Agency may result in the disclosure of the requested information pursuant to IL FOIA.

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9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against

and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth (5th) day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 **Provider Shared Facilities.** Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 **Entire Agreement.** This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 **Governing Law.** The Agreement will be governed by and construed under the laws of the State of Illinois excluding its conflict of law rules. Any action to enforce the Agreement shall be brought in a court of competent jurisdiction in the State of Illinois.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Belvidere Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider' discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Chamberlain and City Council

FROM: Chief Shane Woody

DATE: August 20, 2020

RE: Authorization to sign DigiTICKET Memorandum Of Understanding (MOU)

The Belvidere Police Department is requesting authorization to sign the attached MOU between the Boone County Circuit Clerks Office, Boone County Sheriff's Office, and Belvidere Police Department.

WHAT IS DigiTICKET:

- DigiTICKET allows officers to quickly create and submit tickets electronically. Currently officers spend precious patrol time handwriting traffic tickets.
- DigiTICKET is a web based digital software program that allows officers to enter traffic stop data into the computer using drop down menus and easy to use screens. That information is then printed via a mobile printer. Then information is transmitted to the Belvidere Police Department report management system, Boone County Circuit Clerks Office, and Illinois Department of Transportation. This information was previously entered manually which took hours.

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

BENEFITS:

- **IMPROVED OFFICER SAFETY** – DigiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.
- **HIGHER PRODUCTIVITY** – Officers who use DigiTICKET spend less time on traffic stops which allows them more time in the community through patrol or service and increases public safety.
- **COST REDUCTION** – DigiTICKET can reduce or eliminate illegible and uncollectable citations which allows more fine revenue to be collected and potential for reduction in overtime for officers who are required to attend court dates.
- **SCAN A DRIVER LICENSE** - digiTICKET can scan the back of virtually any state's driver's license or ID card to enter all driver information into the ticket automatically – whether the driver's license stores the data on a magnetic strip or a barcode. Saltus also offers the optional capability to perform NCIC queries on people and vehicles or pull query data from other mobile software applications. If this capability is implemented, the returned query data can be used to automatically fill person and vehicle fields on the ticket.

Belvidere Police Department

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - www.ci.belvidere.il.us

FINANCIAL RESPONSIBILITIES:

- REVENUE GENERATION – In 2011 the State created an E-Citation fund generated from court fines that have been designated for each participating agency for the sole purpose of electronic digital ticketing programs.
- COST - Total purchase agreement with DigiTICKET is \$86,294.00
 - The Belvidere Police Department has accumulated \$17,650.73 in the E-Citation fund.
 - The Belvidere Police Department's share of the purchase cost is \$8,000.00.
 - The Belvidere Police Department's share of the CIS integration that is necessary to allow the digital information to be imported into our report management system is \$1,920.00.
 - Going forward the department will be responsible for additional paper expenses, replacement/repair expenses, and any additional services requested from Saltus not included in original purchase agreement. The expenditures are currently unknown but would be taken from the E-Citation fund.

Additional information can be found in the attached documents.

Motion: **The Belvidere Police Department requests authorization to have the attached Memorandum of Understanding between the Boone County Circuit Clerk's Office, Boone County Sheriff's Office, and Belvidere Police Department signed.**

[Benefits \(/benefits-of-digiticket-ecitation\)](#)

[Key Features \(/key-features\)](#)

[How it works \(/how-it-works\)](#)

[How to get digiTICKET \(/how-to-get-digiticket-ecitation\)](#)

[eCitation Technology](#)

digiTICKET - Never Write Another Ticket!

The digiTICKET eCitation solution is an innovative force multiplier for Public Safety – enabling officers to quickly create and submit tickets electronically. Time not spent on the roadside is reallocated to additional patrol time, increasing officer, violator and community safety. It replaces unreliable paper ticket books while eliminating illegible handwriting and error-prone data entry – easily transferring ticket data to Court and Records Management Systems.

digiTICKET easily and accurately reproduces any ticket format used by your officers – including municipal ordinances, state statutes, traffic tickets, parking tickets and code enforcement violations.

Using digiTICKET officers have Freedom to Work Their Way, digiTICKET runs on a range of mobile devices, including rugged Windows handhelds, laptops and tablets. Saltus will help your agency choose the device that makes the most sense for your agency – leveraging existing infrastructure and technology investments.

Schedule a One-on-One Live Demonstration.

[CONTACT US \(/INDEX.PHP/CONTACT\)](#)

Educate

[Benefits \(/benefits-of-digiticket-ecitation\)](#)

[Key Features \(/key-features\)](#)

[How it works \(/how-it-works\)](#)

[How to get digiTICKET \(/how-to-get-digiticket-ecitation\)](#)

[eCitation Technology](#)

Benefits

Why digiTICKET? Why electronic ticketing?

Improved Officer Safety	More law enforcement officers die in traffic-related incidents than from any other single cause of death. digiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.
Higher Productivity	Officers who utilize electronic ticketing can "free up" more than 50% of their time. This means more patrol time and improved public safety.
Increased Revenue by Reducing Ticket Errors	An estimated 5-10% of all tickets are dismissed due to errors in the ticket writing process. digiTICKET can reduce or eliminate illegible and uncollectable citations.
Automate the Ticketing Processes	Agency and court ticket processes rely on officers submitting fully completed tickets within required time frames. digiTICKET helps agencies automate problem areas.

Return on Investment

digiTICKET typically pays for itself in a matter of months.

1. Shorter traffic stops and the ability to issue multiple charges at one time significantly increases the numbers of tickets written - typically in significantly fewer hours.
2. By including a database of possible offenses, all local addresses and a court calendaring tool, typical errors found on handwritten tickets - not to mention illegible handwriting - are virtually eliminated. The elimination of errors allows your agency to recapture lost revenues.
3. The export of ticket data to Court and Records Management Systems eliminates the time to hand-enter ticket data into those systems as well as possible human error associated with manual data entry.

[Contact Saltus Technologies \(/index.php/contact\)](#) for an ROI analysis specifically for your agency.

[Benefits \(/benefits-of-digiticket-ecitation\)](#)

[Key Features \(/key-features\)](#)

[How it works \(/how-it-works\)](#)

[How to get digiTICKET \(/how-to-get-digiticket-ecitation\)](#)

[eCitation Technology](#)

Key Features

digiTICKET is an eCitation solution designed for State and Local Government. With a focus on ease-of-use, digiTICKET is not just an electronic ticket book, it also provides other functions such as photo capture, GPS mapping and enhanced reporting. digiTICKET brings together easy-to-use software, world-class customer service and the ultimate choice in mobile computing devices.

The digiTICKET solution can be deployed on any ruggedized Windows Mobile device or any tablet or laptop/MDC running Windows XP7/8/10. These choices allow your agency to leverage your existing technology and infrastructure investments while providing a highly mobile platform for ticketing and other existing computing capabilities.

Freedom to Work Your Way

Highly customizable and easily configurable

Looks like your forms, your tickets, your processes

Simple to use – requires less than two hours of training

Supports rugged handheld, laptop and tablet computers

Supports Windows Mobile on handhelds and Windows XP7/8/10 on laptops and tablets

Easily transfers ticket data to existing RMS and Court systems

Currently interfacing to over 50 different systems

Powerful, Flexible & Easy

Share equipment between officers

Work in a connected or disconnected state (does not require wireless connectivity)

Interface to other mobile or field reporting applications

Print multiple violations on one ticket

Record violator's signature electronically

Quickly capture GPS coordinates, electronic signatures, fingerprints, voice notes, photos, and map incident locations

Perform NCIC queries on persons and vehicles

[Benefits \(/benefits-of-digicket-ecitation\)](#)

[Key Features \(/key-features\)](#)

[How it works \(/how-it-works\)](#)

[How to get digiCKET \(/how-to-get-digicket-ecitation\)](#)

[eCitation Technology](#)

How to create tickets using digiCKET

1. SCAN A DRIVER LICENSE

digiCKET can scan the back of virtually any state's drivers license or ID card to enter all driver information into the ticket automatically – whether the drivers license stores the data on a magnetic strip or a barcode. Saltus also offers the optional capability to perform NCIC queries on people and vehicles or pull query data from other mobile software applications. If this capability is implemented, the returned query data can be used to automatically fill person and vehicle fields on the ticket.

2. ENTER OTHER TICKET DATA

Using drop down lists and easy-to-use screens, all data required to complete a ticket can easily be entered in less than 60 seconds.

3. ADD VIOLATIONS

Most common violations are added by selecting from a drop down list or a simple key word search of the violations description – no more cheat sheets required. Officers can also add warnings and flag violations as "grant" tickets.

4. PRINT THE TICKET

Paper tickets are printed from an affordable Bluetooth thermal printer. Up to eight violations can be printed on a single four-inch wide ticket, formatted to look just like your pre-printed ticket books. digiCKET can even print different formatted tickets based on ticket type (i.e. parking, traffic or code enforcement).

5. CAPTURE PHOTO, ELECTRONIC SIGNATURE, VOICE NOTES OR FINGERPRINTS

Officers have the option of using the digiCKET handheld ticket writer to capture the violator's signature along with a digital photo. If comments require a long narrative, the officer can also capture a voice recording about the stop.

6. SYNCHRONIZE TICKETS TO THE WEB APPLICATION

Officers easily submit ticket data to the digiCKET web based software from their handhelds, laptops or tablets running the digiCKET mobile software.

7. MANAGE TICKETS



Once on the web software, designated users with web access can access tickets online. Tickets can be reviewed and approved, edited, reproduced in PDF format and exported to your Court of Record Management System. [HTTPS://WWW.SALTUSTECH.COM](https://www.saltustech.com)

8. MANAGE STATUTES AND COURT DATES

Users with appropriate permissions can add, edit or remove statutes and update court dates and times. Court dates can be set to "advance" automatically to the next available date based on docket size or number of days to the next appropriate court type.

9. CREATE REPORTS

All ticket data is stored on the digiTICKET web application and can be used to create reports that your RMS or Court system doesn't already provide.

Schedule a One-on-One Live Demonstration.

[CONTACT US \(/INDEX.PHP/CONTACT\)](#)

Lund Universal Overhead Mount



P/N OHPM-PJ6H

- Space saving solution by mounting printer overhead
- Attaches to prisoner partition roll bar & offers 180-degree swivel to accommodate driver and passenger access
- New hinged design allows for easy access and paper roll replacement

Lund Overhead Mount Cost: \$175

For more information please visit <http://lund-industries.com/products/printer-mounts/printer-mounts/ohpm-pj6#.W1e4yVMrJhE>

**Memorandum of Understanding (MOU) between
Boone County Circuit Clerk's Office, Boone County
Sheriff's Office, and Belvidere Police Department**

1. PARTIES

The Parties to the Memorandum of Understanding (MOU) are the Boone County Circuit Clerk's Office, the Boone County Sheriff's Office, and the Belvidere Police Department, collectively "the Parties."

2. PURPOSE

The purpose of this MOU is to support the mission of the Boone County Circuit Clerk's Office, the Boone County Sheriff's Office, and the Belvidere Police Department by sharing the cost of implementing an electronic ticketing (e-ticketing) system called digiTICKET by Saltus Technologies for the purpose of electronically submitting citations from Boone County Sheriff's Office and Belvidere Police Department to the Circuit Clerk's office.

3. IMPLEMENTATION OF DIGITICKET ELECTRONIC TICKETING SOLUTION

The Boone County Sheriff's Office and the Belvidere City Police Department shall each pay \$10,000.00 toward the costs of initially implementing digiTICKET e-ticketing solution. The balance of implementation costs will be paid by the Boone County Circuit Clerk's Office from special funds collected by the court for this use. These costs are detailed in the Purchase Agreement attached to this MOU and incorporated by reference.

4. RECURRING ANNUAL COSTS

The parties agree that the Boone County Circuit Clerk will pay the annual recurring maintenance and support fees to Saltus Technologies, as well as the annual recurring hosting fee, as detailed in the Purchase Agreement attached to this MOU.

5. BOONE COUNTY SHERIFF'S OFFICE AND BELVIDERE CITY POLICE DEPARTMENT ONGOING FINANCIAL RESPONSIBILITIES

The Boone County Sheriff's Office and the Belvidere City Police Department shall each be responsible for their own actual paper costs above and beyond the initial paper purchase in the Purchase Agreement. They shall also each be responsible for any repair or replacement costs on an ongoing basis. Any Annual Maintenance and/or service fees shall be divided proportionately between the Boone County Sheriff's Office and the Belvidere City Police Department based upon the number of licenses in use by the entities at that point in time.

The parties agree that the Boone County Sheriff's Office and the Belvidere City Police Department will be responsible for the cost of any additional licenses or equipment purchased above and beyond the Purchase Agreement. However, the parties acknowledge that the Boone County Clerk's Office may have funds available to assist them with the future purchase of licenses and/or equipment, and may agree to contribute to those costs on a case-by-case basis.

6. SERVICE COMMENCEMENT AND DURATION OF CONTRACT

The initial term of this MOU shall be in place for a period of five (5) years from the documented digiTicket official contract start billing date. At that time all parties agree to renegotiate the MOU if necessary.

Both parties understand that item #1 on page 11 of the original digiTicket purchase agreement dated _____ only requires a one-year agreement with a thirty (30) day notice after the first year to terminate with digiTicket. The Boone County Sheriff's Office and the Belvidere Police Department recognize the upfront costs contributed by the Boone County Circuit Clerk and agree to a five-year commitment. This agreement remains in effect unless there is mutually agreed-upon dissatisfaction from the Boone County Sheriff's Office, the Belvidere Police Department, and Circuit Clerk's Office with digiTicket's service performance. In the event the digiTicket product underperforms, all parties would work together to locate another vendor, if available, to provide e-ticketing services.

7. COSTS

Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, statutes, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures which must be approved by the local government entities.

8. SEVERABILITY

Nothing in this MOU is intended to conflict with applicable Federal or state law, or with the policy of any party. If a provision of this MOU is inconsistent with applicable Federal or state law, or with a Party's policy, then the Party shall immediately so advise the other Party/Parties and all of the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

9. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict any party from administering or enforcing any law.

10. MODIFICATION

The parties may jointly agree in writing to modify this MOU at any time.

11. TERMINATION

Prior to the conclusion of the five (5) year term of this Agreement, the Parties will negotiate in good faith on a five (5) year extension. All parties understand the need to provide e-ticketing solutions within our county to meet the upcoming State of Illinois mandate. All parties shall work diligently toward that goal. In the event of termination upon the conclusion of the five (5) year term, all provisions regarding the information obtained pursuant to this MOU shall remain in effect.

**Memorandum of Understanding (MOU) between
Boone County Circuit Clerk's Office and
Belvidere Police Department
Signature Page**

For Boone County Sheriff's Office:

Signature _____ Date _____
David Ernest, Boone County Sheriff

For Belvidere Police Department:

Signature _____ Date _____
Mike Chamberlain, Mayor of Belvidere

For Boone County Circuit Clerk's Office:

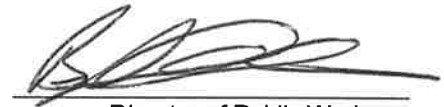
Signature _____ Date _____
Linda Anderson, Boone County Circuit Clerk

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/11/2020
Re: Certificate of Satisfactory Completion – Plat #4 of Sager Corporate Park

In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that the public improvements required of the developer for Plat #4 of Sager Corporate Park have been completed and the improvements have been inspected and approved by this department.

I would recommend that the City Council approve a resolution accepting the public improvements that have been completed for Plat #4 of Sager Corporate Park.



Director of Public Works

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/12/2020
Re: Tripp Road Engineering Agreement

The Tripp Road Reconstruction Project has been completed and the improvements approved by IDOT.

According to the agreement with Becknell for the Tripp Road project, they were responsible for the engineering portion of the project with the EDP Grant paying for fifty percent of the cost. The final cost for engineering was \$81,713.27, with the Grant paying \$40,856.63. Becknell is responsible for \$40,856.64 in engineering costs and has previously paid the City a total of \$47,707.18 for engineering.

Therefore, I would recommend approval of a \$6,850.54 reimbursement to Becknell for overpayment of engineering fees for the Tripp Road Reconstruction Project. The reimbursement will be paid from Line Item #01-4-751-4940.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/17/2020
Re: Valve Machine Replacement – Water Department

The Water Department's valve turning machine is over thirty years old and needs to be upgraded. We have received the following proposals for a new unit:

E.H. Wachs Water Utility Products	\$9,505.00
600 Knightsbridge Parkway	
Lincolnshire, IL 60069	

Jet Vac Environmental	\$10,330.00
4035 Roberts Road	
Island Lake, IL 60042	

I would recommend approval of the proposal from E.H. Wachs for the purchase of a valve turning machine, including a 2" telescoping key, in the amount of \$9,505.00. This equipment will be paid for from the Water Line Item #61-5-810-6000.