

**RESOLUTION AUTHORIZING EXECUTION
OF AGREEMENTS WITH
BRAZOS TECHNOLOGY CORPORATION**

WHEREAS, the Village of Barrington Hills, Illinois ("Village") maintains a municipal police department ("BHPD"); and

WHEREAS, the Village desires to enter into agreements with Brazos Technology Corporation ("Brazos") to provide software and the maintenance thereof to the BHPD in connection with the issuance of electronic ticketing; and

WHEREAS, the Village Board of Trustees desires to authorize the Village President to enter into agreements with Brazos on the terms and conditions as set forth in the agreements attached hereto as **Exhibit A** and **Exhibit B** (the "Agreements").

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake and McHenry Counties, as a home rule municipality the following:

Section One. The Village President is hereby authorized to enter into the Agreements.

Section Two. If any part of provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the affect of rendering another part or provision of this Resolution invalid.

Section Three. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED THIS _____ day of April, 2014.

AYES: _____; NAYS: _____; ABSENT: _____:ABSTAIN_____.

Village President

Attest:

Village Clerk

BARRINGTON HILLS POLICE DEPARTMENT

OFFICE MEMORANDUM

Michael N. Murphy, Chief of Police

Lieutenant Colditz

Subject:

Electronic Ticketing Solution

Date:

April 20, 2014

RECOMMENDATION:

To seek Board of Trustee approval to fund the purchase of an electronic ticketing and form system and enter into an agreement with Brazos Technology to provide software, hardware, training, and maintenance.

BACKGROUND:

The Department's current ticketing printers, 9-pin impact printers originally purchased in 2006, have reached end of life status and in the majority of vehicles, officers have returned to handwriting citations. Additionally, the software associated with current printers does not support the newer thermal printing format.

DISCUSSION:

The Department originally committed to electronic ticketing to improve accuracy and efficiency through the reduction of human error via data importation and to reduce officers' time on spent on a traffic stop, thereby improving officer safety.

The Brazos solution will provide software licenses for the electronic completion and printing of the following commonly used citations and forms:

- Cook County Traffic Ticket
- Barrington Hills Compliance Ticket
- Illinois Uniform Traffic Complaint (UTC)
- Traffic Warning
- Tow Report with vehicle inventory
- Unsecured Premises Report

Additionally, the software will provide for the electronic collection, storage, and transfer of Illinois traffic stop statistical study data.

An ancillary purpose of the ticketing printers is the printing of crash report driver information exchange forms on scene. The current crash software in use is not compatible with impact printers and officers are not able to provide drivers with information on scene.

Currently, Arlington Heights Police Department is the only Illinois agency utilizing Brazos software. When contacted, they reported positively on the product, which they utilize for parking enforcement, and their dealings with the company.

Brazos, a Texas-based company, is utilized by numerous Texas agencies and representatives from Brenham and Palmer also reported positively on the software and company. The chief of police in Belton, Texas also spoke very highly of the Brazos software and their initial implementation; however, he expressed dissatisfaction with the breakdown in communication when he engaged them to execute their portion of a data interface with their CAPERS Records Management System (RMS). He further reported that their work on this project recently resumed, most likely when Barrington Hills began speaking with them about a solution and interface with CAPERS.

OVERALL RECOMMENDATION

It is recommended that the Village Board, by resolution, authorize the Police Department to engage the services of and enter into an agreement with Brazos Technology to supply the Department with an electronic ticketing solution. Additionally, it is recommended that this project be funded as follows:

- \$7,826 Illinois Public Risk Fund Grant
- \$17,501 from the Drug/Gang/DUI Fund

Payment Schedule

1. \$7,575 (½ software and services) upon contract execution
2. \$7,177 upon delivery of hardware
3. \$3,000 upon delivery of training
4. \$7,575 (½ software and services) upon initial "go-live"

SUMMARY

An Electronic ticketing system reduces time spent on traffic stops, eliminates errors, and produces professional, easy-to-read tickets. The initial purchase of the system will be funded without tax dollars and the on-going maintenance costs will be offset by a more aggressive compliance ticket collection strategy.

EXHIBIT A

SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the last date of execution, by and between Brazos Technology Corporation, having its principal place of business at 526 University Drive East, Suite 201-A, College Station, Texas 77840, USA ("Brazos Technology") and the Village of Barrington Hills, a municipal corporation, having its principal place of business at 112 Algonquin Road, Barrington Hills, Illinois 60010 ("Licensee").

Licensee

WHEREAS, BRAZOS TECHNOLOGY has provided to Licensee certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Licensee wishes to have BRAZOS TECHNOLOGY provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Sites, Software & Configuration
Exhibit B	Authorized Licensee Contacts
Exhibit C	Services and Fees

II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in

good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious

manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and
- (4) Performance enhancements to Covered Software.
- (5) Updates do not include:
 - (a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - (b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made electronically to the installed computers automatically during a sync

process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

V. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software,

Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;
2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year.

XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THREE (3) TIMES THAT PAID BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

ACCRUAL OF THE CAUSE OF ACTION.

XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Cook County, Illinois, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon thirty (30) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon thirty (30) days' notice; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated. Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.



IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

VILLAGE OF BARRINGTON HILLS
an ILLINOIS MUNICIPAL
CORPORATION

BRAZOS TECHNOLOGY
CORPORATION

Signed: _____

Signed: _____

Print Name: _____

Print Name: Michael McAleer

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A -- COVERED SITES, SOFTWARE AND CONFIGURATION

A. Covered Sites.

This Agreement covers the following Licensee sites:
Barrington Hills Police Department
112 Algonquin Rd.
Barrington Hills, Illinois

B. Covered Software.

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing
Brazos RunIT Mobile software
eCitation processing for Laptops

C. Covered Configuration.

This Agreement covers the following configuration:
Nine (9) workstation/PDA licenses of Covered Software purchased by Licensee.



EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

BARRINGTON HILLS PD Address:
112 Algonquin Road, Barrington Hills, Illinois

Name	Title	Phone #
Contact: _____	_____	

EXHIBIT C -- SERVICES AND FEES**A. Maintenance Fee**

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

Nine (9) Licenses @ \$250/ea	\$2,250
Interface to RMS	\$ 650

EXHIBIT B



SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the last date of execution, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and Village of Barrington Hills, an municipal corporation, with its principal offices located at 112 Algonquin Road, Barrington Hills, Illinois 60010 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with Remote Data Capture (RDC) and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.
2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Fees for licenses and configuration/installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit B identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery.

3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.

4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. Brazos Technology warrants that the software will perform as intended and will operate in compliance with the then current documentation for a period of one (1) year. After the warranty period, the maintenance agreement will govern any on-going maintenance and enhancements.

c. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR

DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement or any breach of Brazos Technology under the terms of this agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THREE (3) TIMES THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation of Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND

ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

d. Licensee may terminate this agreement for any reason with thirty (30) days notice.

e. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

f. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts entered into and performed in Cook County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Cook County, Illinois.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

VILLAGE OF BARRINGTON HILLS
an ILLINOIS MUNICIPAL
CORPORATION

BRAZOS TECHNOLOGY
CORPORATION

Signed: _____

Signed: _____

Print Name: _____

Print Name: Michael S. McAleer

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A

Nine (9) RunIT software license for PDA	\$7,650 USD
Software Includes:	
Unlimited number of logins to the PDA	
One-Year of Software Maintenance	
One-Year of Software Support	
Citations & Warnings	
Non-moving Compliance Tickets	
Stand-alone Racial Profiling	
Tow Report with Vehicle Inventory	Included
Unsecured Premise Report	Included
Cook County Tickets	Included
Illinois UTC	Included
Configuration/Installation Fee	\$7,500 USD
Configuration Includes:	
Customized PDA/Web screen layouts	
Customized citation receipt for defendant	
Customized citation report for court and PD	
Integration with RMS	
Integration with Courts	
Extended Training	\$3,000 USD
2 days of on-site training of officers	
1 day of administrator training	
Classroom and practical training	

* Brazos will deliver the equipment to eliminate shipping to customer.

EXHIBIT B – Hardware

In addition to the License described herein, Brazos Technology agrees to sell the hardware listed, including the manufacturer’s extended warranty, below to Licensee for the purchase price set forth below.

Attached Proposal version 6.0

Hardware - Printers			
** Assumes all devices are not mounted in vehicles and that the wall charger is purchased.			
Description	Unit Price	Qty	Extended Price
Zebra RW420 Bluetooth Printer <ul style="list-style-type: none"> One (1) year manufacturer's warranty Bluetooth Communications <p>*To charge this printer you will need either the vehicle or wall mounted chargers below</p> 	\$630	9	\$5,670
Third Party Hardware Purchase Services - Printer	\$50	0	\$0
Vehicle Charger for Printer (optional) <ul style="list-style-type: none"> 12VDC with pigtails to wire directly into a vehicle <p><i>* Installation Not Included</i></p>	\$95	9	\$855
Wall Charger for Printer (optional) <ul style="list-style-type: none"> 110VAC plug to recharge the printer from a standard wall socket 	\$70	0	\$0
Panavise 727-06 Printer Mounting Pedestal <p><i>* Installation Not Included</i></p>	\$30	9	\$270
Zebra:AK18666-1 Kit Cable USB to RJ45	\$33	9	\$297
Additional Batteries for RW420 (optional)	\$78	0	\$0
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	\$345	0	\$0
Total for Printers:			\$7,092
Supplies			

Description	Unit Price	Qty	Extended Price
One case (36 rolls) of standard thermal paper	\$85	1	\$85
Total for Printer Paper:			\$85