

RESOLUTION 070621

**A RESOLUTION
TO APPROVE AN ELECTRONIC REGISTRATION AND TITLING SERVICE PARTICIPATING
VENDOR AGREEMENT WITH S&S LICENSE & TITLE SERVICE, INC.**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the “Board”) of Hanover Township (the “Township”), Cook County, Illinois, as follows:

SECTION ONE: That the Electronic Registration and Titling Service Participating Vendor Agreement between S&S License & Title Service, Inc. and the Township (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of Hanover Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of *this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.*

SECTION FOUR: REPEALER. All Township Ordinances, Resolutions, and parts thereof in conflict with or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: Supervisor McGuire, and Trustee Beattie, Essick, Camacho, and Martinez

AYES: 4: Supervisor McGuire, and Trustee Beattie, Essick, and Martinez

NAYS: 0

ABSENT: 1: Trustee Camacho


PASSED: July 6, 2021

APPROVED: July 6, 2021



Brian P. McGuire, Township Supervisor

ATTEST:



Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 070621 enacted on July 6, 2021, and approved on July 6, 2021, as the same appears from the official records of Hanover Township.



Katy Dolan Baumer, Township Clerk





**ELECTRONIC REGISTRATION AND TITLING SERVICE
PARTICIPATING VENDOR AGREEMENT**

This ELECTRONIC REGISTRATION AND TITLING SERVICE PARTICIPATING VENDOR AGREEMENT (hereinafter referred to as "Agreement") is made by and between S&S License & Title Service, Inc., an Illinois corporation, with its principal office in Peoria, Illinois (hereinafter referred to as "S&S"), and the following named business (hereinafter referred to as "Vendor") with its principal office and place of business as follows:

VENDOR INFORMATION

Business Name 250 S. IL Route 59	State of Organization 250 S. IL Route 59
Principal Office 62144 IL 60103	Principal Place of Business 62144 IL 60103
City/State/Zip Code 620-637-0301	City/State/Zip Code 620-637-9024
Business Phone	Business Fax No.
Business Email Address	Business License #

Type of Business (Check One):
 Financial Institution
 Motor Vehicle Dealer
 Retail Merchant

Form of Business (Check One):
 Sole Proprietorship - One individual owns the unincorporated for profit business.
 Partnership - (General Partnership, Limited Partnership, Limited Liability Partnership or Joint Venture) Two or more individuals and/or corporations own the unincorporated for profit business.
 Limited Liability Company - One or more individuals own the for profit business which has been organized as a Limited Liability Company under state law.
 Corporation - One or more shareholders own the for profit business which has been incorporated under state law.
 Federal chartered financial institution.
 State-chartered financial institution.

Handwritten: LOCAL GOVERNMENT

PARTICIPATING VENDOR AGREEMENT

S&S grants Vendor a limited, non-exclusive, non-transferrable right and license to use the Provided Services set forth in Schedule A - Services and Pricing Schedule subject to the terms and conditions set forth below and in Schedule B - Participating Vendor Agreement Terms and Conditions.

The Illinois Secretary of State Department of Vehicle Services ("the Secretary") must approve in advance all retail merchants wishing to participate in the Provided Services as a Vendor and has the right to revoke a Vendor's right to participate in the Provided Services upon Vendor's violation of any applicable statutes, rules and regulations or the terms of this Agreement, or for any other reason permissible by law. By entering into this Agreement, Vendor agrees to comply with all applicable federal and/or state statutes, rules and regulations and the Secretary's policies and requirements and certifies that it is currently licensed and in good standing with its regulatory agency.

Vendor agrees to pay the fees and charges for Provided Services set forth in Schedule A - Services and Pricing Schedule. Vendor agrees to maintain an account from which S&S may initiate ACH debit entries to collect the fees and charges for the Provided Services and other amounts owed by Vendor hereunder and to execute and deliver to S&S the Schedule C - Automated Clearing House (ACH) Electronic Funds Transfer (EFT) Authorization.

To use the Provided Services, Vendor will need: (a) a computer with internet access (DSL, cable or other high-speed access is preferred); and (b) a Secretary approved laser printer for printing renewal stickers and registration cards. Vendor is required to designate at least one employee or principal as an Authorized User of the Provided Services and must notify S&S any time an Authorized User is changed before such change takes effect. No individual who is not an Authorized User will be allowed access to the Provided Services.

By signing below, signatory represents that he/she is authorized to sign this Agreement on behalf of the entity for which said individual is signing, binding that entity to the terms and conditions of this Agreement, including the terms and conditions in Schedule B - Participating Vendor Agreement Terms and Conditions.

VENDOR <i>Brian B. McGuire</i> 07/16/21 (Signature of Authorized Representative) (Date)	S&S LICENSE & TITLE SERVICES, INC. <i>M. Sawwin</i> 8-11-21 (Signature of Authorized Representative) (Date)
Supervisor Brian P McGuire (Printed Name) (Title)	M. SAWWIN P.I.L. (Printed Name) (Title)

PERSONAL GUARANTY OF PAYMENT

I/We, the undersigned principal owner(s) of Vendor, in consideration of S&S entering into the Agreement with Vendor, absolutely guaranty, without any restriction, condition or limitation, prompt payment on demand of any and all obligations of Vendor to S&S under the Agreement and performance of all obligations of Vendor under the Agreement and agree(s) to pay S&S's reasonable attorneys' fees, costs and expenses incurred in enforcing this Guaranty and authorize S&S to check my/our accounts, credit and employment history and obtain a credit report from third parties on me/us.

Name/Signature _____ Name/Signature _____ Date _____

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY THE SECRETARY AND SIGNED BY AUTHORIZED SIGNATORIES OF S&S AND VENDOR.



SCHEDULE B

PARTICIPATING VENDOR AGREEMENT TERMS AND CONDITIONS

- I. Definitions - The following definitions shall apply to this Agreement.
 - A. "Authorized User" means employee(s) or principal(s) of Vendor who is/are authorized, pursuant to procedures adopted by S&S and the applicable Information Provider to access the Provided Services.
 - B. "Authorized User Terminal" means any computer terminal, monitor, and/or any related peripheral device approved by S&S to access the Provided Services.
 - C. "EFT" means a transfer of money which is accomplished electronically.
 - D. "ERT Program" means the program the Secretary has established for the electronic registration and titling of motor vehicles. Transactions that may be conducted pursuant to the ERT Program includes transmitting titles and registration of motor vehicles, renewal of motor vehicle registrations, creating and removing liens from motor vehicle records, applying for salvage or junking certificates, and issuing registration renewal stickers. The ERT Program may not be used to request or obtain specialty, vanity or personalized registration plates.
 - E. "ERT Service Provider" means an entity that has entered into an Agreement with the Secretary to serve as an intermediary between the Secretary's office and Vendors responsible for establishing a computerized communication link between Vendors and the Secretary for the secure transmission of titling, registration, registration renewal and lien information in compliance with the specifications of the Secretary's office.
 - F. "Financial Institution" means any federal or state chartered bank, savings and loan, credit union, and armored carrier, and any currency exchange, either directly or indirectly through an armored carrier. The term shall also include insurance companies and licensees under the Illinois Sales Finance Agency Act and the Illinois Consumer Installment Loan Act.
 - G. "Highly Restricted Personal Information" means an individual's photograph or image, social security number, and medical or disability information.
 - H. "Information Providers" means those persons or entities, such as Secretary, Illinois Department of Revenue and other governmental agencies and private parties which make Information Services available by means of S&S Services.
 - I. "Information Provider Agreements" means all agreements between S&S and an Information Provider for Information Services, including applications therefor.
 - J. "Information Services" means those data bases, information services, and vehicle license plates, license renewal stickers and other tangible and intangible items provided by Information Providers through S&S Services, as modified from time to time.
 - K. "Permissible ERT Transactions" means: for financial institutions other than licensees under the Illinois Sales Finance Agency Act and Illinois Consumer Installment Loan Act, all transactions that may be conducted pursuant to the ERT Program. For licensees under the Illinois Sales Finance Agency Act and Illinois Consumer Installment Loan Act, it means apply for titles and create and remove liens from motor vehicle records; for insurance companies it means to apply for salvage or junking certificates; and, for retail merchants it means issue registration renewal stickers.
 - L. "Personal Information" means information that identifies an individual including photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.
 - M. "Proprietary Rights" means all patent, copyright, trade secret and other proprietary rights in or to S&S System, S&S Data or any other aspect of Provided Services, and all documentation related to any of the foregoing, including all modifications, enhancements and derivative works of any of the foregoing.
 - N. "Provided Services" means, collectively, S&S Services and Information Services.
 - O. "Renewal Sticker(s)" means the adhesive sticker affixed to license plates and the form, with a preprinted control number and barcode, to which the sticker is attached when shipped and printed.
 - P. "Retail Merchant" means a business that is engaged in the sale of goods or services to the general public and that has one or more permanently established places of business in Illinois.
 - Q. "S&S" means S&S License & Title Service, Inc., an Illinois corporation.
 - R. "S&S Data" means all data created, processed or otherwise obtained from or through S&S System.
 - S. "S&S Services" means the provision of access to S&S System for the purpose of accessing Information Services, and performing Permissible ERT Transactions and all related services and items provided by S&S under this Agreement. S&S Services do not include Information Services. S&S Services may be modified by S&S from time to time in any manner on 30 days prior notice to Vendor and as otherwise provided in this

- Agreement.
- T. "S&S System" means S&S's host computer server and software by which Vendor may access the Provided Services or Information Services.
 - U. "Services Procedures" means all procedures and policies adopted by S&S or any Information Provider from time to time concerning the use of Provided Services, including all access, operating and security requirements and all insurance coverage and fidelity bond requirements imposed by S&S or Secretary or any other Information Provider.
 - V. "Vehicle Record" means a record containing information, collected and maintained by S&S or Secretary or other Information Provider, pursuant to applicable law, with respect to a motor vehicle, including identification, ownership, and any liens or other encumbrances pertinent to such vehicles.
 - W. "Vehicle Record Information" means any information which is collected for the purpose of creating a Vehicle Record or renewing a motor vehicle registration.
 - X. "Vehicle Registration Material" means license plates and Renewal Stickers, together with any other materials required for or associated with the registration of motor vehicles.
 - Y. "Vendor System" means all software and hardware owned or licensed by Vendor and required to access Provided Services.
2. Scope of Agreement.
- A. S&S will provide Provided Services to Vendor on the terms of this Agreement.
 - B. Vendor agrees that during the term of this Agreement, S&S shall be its exclusive source of Illinois Permissible ERT Transactions. If and when available through S&S, S&S shall be Vendor's exclusive source for electronic dealing with the issuance, amendment, or processing of any matter relating to Illinois vehicle titles.
 - C. Vendor may request that S&S provide additional services not covered by this Agreement by submitting a new Schedule A - Services and Pricing Schedule signed by Vendor. If S&S accepts the new Schedule A - Services and Pricing Schedule, the S&S Services will include the additional services on that Services Schedule.
 - D. Vendor must obtain a Vendor System and Vendor's Authorized User(s) must obtain training on that System from either S&S or third parties approved by S&S.
 - E. Information Services are provided by Information Providers, including but not limited to the Secretary, and not S&S. S&S only provides access to Information Services. Information Services may be changed by Information Providers as provided in any Information Provider Agreements with S&S. Vendor will be obligated to comply with any such changes.
3. Vendor Duties.
- Vendor agrees in a timely manner to: (i) maintain an administrator for Provided Services; (ii) use Provided Services only as permitted by this Agreement; (iii) pay for Provided Services; (iv) install and maintain a Vendor System; (v) require appropriate personnel to be trained for Provided Services; (vi) comply with all requirements of all Information Provider Agreements and Services Procedures of which Vendor is advised pertaining to the delivery of Provided Services and use or delivery of Information Services; (vii) back-up all files and maintain off-site backup copies, subject to rules and restrictions of Information Providers of which Vendor is advised; (viii) provide a drug-free workplace as required by the Drug Free Workplace Act (30 *ILCS* 580/1 *et seq.*); (ix) remain in good standing with its regulatory agency, if any; (x) inform its customers that utilizing the electronic registration and titling system is optional; and, (xi) perform all other obligations of Vendor under this Agreement, including all Services Procedures of which Vendor is advised. All Information Provider Agreements and Services Procedures of which Vendor is advised are set forth in Schedule D – Information Provider Agreements and Services Procedures.
4. Registration Plates and Stickers.
- A. S&S will, from time to time, deliver registration plates and/or stickers ("inventory") to Vendor. Stickers will be delivered to Vendor in packs of 250. Vendor shall receive, securely store, issue, account for and be fully responsible for the inventory. Vendor shall acknowledge receipt of the inventory in a manner approved by S&S and is responsible for the inventory upon receipt. Vendor shall store the inventory within the State of Illinois.
 - B. Registration plates and stickers may only be issued at the time an ERT Program transaction is processed.
 - C. Vendor must report any inventory that is damaged, voided, missing, lost or stolen during a given month to S&S not later than the final day of the following month. (Example: Inventory items damaged during August must be reported and return to S&S not later than the following September 30). Credit for damaged or voided stickers will be granted only if the stickers are returned to S&S.
 - D. Vendor may be relieved of responsibility for payment for inventory reported as stolen only if a copy of a police report concerning the theft is provided to S&S.

- E. Not later than March 31 of each calendar year, Vendor must return to S&S all remaining stickers in its possession of the type and color that expire during that calendar year. (Example: During 2007, Vendor sells stickers that expire during 2008, such that a sticker sold in March 2007 expires in March 2008. As of January 2008, Vendor will be selling stickers of the type and color that expire in 2009. Therefore, not later than March 31, 2008, Vendor must return to the S&S all remaining stickers in its possession of the type and color that expire during 2008).
 - F. On a periodic basis, but not less than monthly, S&S shall reconcile its records of inventory delivered to Vendor, inventory issued by Vendor to vehicle owners and for which the appropriate documentation and fees were received by the Secretary, inventory returned by Vendor as unused, expired, damaged or voided, explanations provided by Vendor for damaged or voided inventory that have not been returned in whole or in part, and inventory still in the actual possession of Vendor. The review and accounting of inventory and returned items shall be conducted in the manner prescribed by the Secretary. Following the reconciliation after March 31, June 30, September 30 and December 31, S&S shall invoice the Vendor for all inventory unaccounted for during the preceding quarter. These reconciliations will be based on the reported inventory still in the possession of Vendor. Vendor shall not receive credit for unaccounted for inventory located after this quarterly reconciliation and billing.
 - G. The unaccounted for inventory shall be invoiced at the following rates. For unaccounted stickers, the rate shall be \$125 per sticker. For unaccounted for plates that are intended to be sold as a set (e.g., passenger vehicle or truck plates), the rate shall be \$125 per set of plates. For unaccounted for plates that are intended to be sold individually (e.g., motorcycle or trailer plates), the rate shall be \$125 per plate. Payment in full must be made to S&S within 45 days after receipt of the notice from S&S of the amount due.
 - H. The Secretary and S&S shall have the right to conduct physical inspections of the inventory during Vendor's normal business hours.
 - I. The Secretary shall have the right to suspend or revoke the right of Vendor to participate in the ERT Program for failure to comply with the inventory control provisions set forth in this Section or for excessive or repeated incidents of unaccounted for inventory.
5. Term and Termination
- A. This Agreement shall be effective from the date signed and shall remain in force for an initial period of twelve (12) months. Thereafter, this Agreement will renew automatically for additional one (1) year terms unless either party gives the other party sixty (60) days written notice prior to the expiration of the then current term of its intent not to renew.
 - B. If Vendor breaches any material terms of this Agreement or fails to pay for any Provided Services as they become due, S&S may immediately terminate Vendor's license to use the Provided Services, including disabling any online access, in addition to exercising any other legal remedies S&S deems necessary.
 - C. This Agreement may be terminated immediately upon delivery of written notice to the other party in the event either party is enjoined, suspended, or prohibited by law or regulation or by a court, administrative body, or self-regulatory organization from engaging in the activities contemplated by this Agreement.
 - D. Upon termination, all rights granted to Vendor under this Agreement shall immediately cease and Vendor shall immediately discontinue any use of the Provided Services and return to S&S all remaining inventory in Vendor's possession and Vendor shall certify in writing such return and that no additional inventory remains in Vendor's possession
 - E. Termination of this Agreement shall not relieve Vendor of its obligation to pay S&S all outstanding amounts that may have accrued or become payable at or prior to the date of termination, or which may later become payable pursuant to the terms hereof.
6. Use of Provided Services.
- A. Vendor may use Provided Services only as expressly permitted in this Agreement.
 - B. Vendor may use Provided Services only for Vendor's own internal and proper business purposes and to perform Permissible ERT Transactions for its customers, in accordance with this Agreement. Vendor will not sell, lease, sublicense, demonstrate, create a lien on, or allow access to or otherwise provide, directly or indirectly, any portion of Provided Services to any unauthorized party.
 - C. Vendor may use Provided Services only in accordance with Services Procedures of which it is advised. S&S may change Services Procedures from time to time upon notice to Vendor.
 - D. Vendor may use any information obtained by it through use of Provided Services (including information obtained from Secretary) only in strict compliance with any laws, regulations and policies of the applicable governmental entity and Information Providers, including, but not limited to, all statutes and regulations regarding privacy of Vehicle Records. Vendor shall, at all times, comply with the Federal Driver's Privacy Protection Act (18 U.S.C. §2721 *et seq.*) ("the Driver's Privacy Protection Act") and shall not knowingly

disclose or otherwise make available to any person or entity Personal Information about any individual obtained by Vendor in connection with Vehicle Records, except as provided in the Driver's Privacy Protection Act, or Highly Restricted Personal Information about any individual obtained by Vendor in connection with Vehicle Records, without the express consent of the person to whom such information applies, except uses permitted by the Driver's Privacy Protection Act. Vendor hereby agrees that each of Vendor's employees who will be given access to any of the Information Providers' Personal Information or Highly Restricted Personal Information, including, but not limited to, Secretary's Personal Information or Highly Restricted Personal Information, will be informed, in writing of the limitation on the dissemination of such Personal Information or Highly Restricted Personal Information and of the civil and criminal penalties for violation of the Driver's Privacy Protection Act, and each such employee shall acknowledge in writing the receipt of such disclosures. Violation of these statutes, regulations or policies constitutes grounds for immediate termination of this Agreement.

- E. In addition to compliance with Services Procedures: (i) Vendor must limit access to any Authorized User Terminal to Authorized Users approved by and trained by S&S or third parties approved by S&S; (ii) no Authorized User Terminal may be left unattended, even briefly, while logged on S&S System; (iii) no Authorized User Terminal (including any monitor, printer, printout or other form of display or duplication of information derived from any Information Services provided through this Agreement) may be placed or positioned so that it may be seen by anyone not an Authorized User; (iv) any printed copy of a Vehicle Record obtained through this Agreement will be destroyed as soon as its legitimate use has ended; and (v) Vendor must limit access to S&S System and Permissible ERT Transactions to only Authorized Users using Authorized User Terminals.
 - F. If required by S&S, Vendor agrees to install any software on Vendor's System that S&S deems necessary to accomplish the intended operation under this Agreement.
7. Fees.
- A. Vendor agrees to pay S&S the fees and charges for the Provides Services set forth in Schedule A - Services and Pricing Schedule.
 - B. Each fee or charge may be changed on 30 days prior written notice to Vendor.
 - C. Should Secretary or other Information Provider increase the fees it charges S&S relating to S&S's provision of the Provided Services, Vendor agrees that the fees owing by Vendor under this Agreement shall automatically and immediately be increased by the amount of such price increase. S&S will give Vendor written notice of the price increase as soon as reasonably possible after the date of the increase.
 - D. Vendor agrees that fees collected for ERT Program transactions are nonrefundable by the Secretary.
8. Taxes; Payment.
- A. Vendor agrees to pay all applicable taxes based on this Agreement, including sales, use and excise taxes (other than taxes based on S&S's net income), unless Vendor provides S&S with appropriate exemption certificates.
 - B. Vendor agrees to maintain an account from which S&S may initiate ACH debit entries to collect the fees and charges and other amounts owed S&S by Vendor hereunder and amounts due for Information Services, including license plates, stickers and Renewal stickers. Vendor hereby authorizes and directs S&S to initiate ACH debit entries to Vendor's deposit account maintained at the financial institution identified in the attached Schedule C - Automated Clearing House (ACH) Electronic Funds Transfer (EFT) Authorization by means of the automated clearing house network pursuant to the rules of the National Automated Clearing House Association (the "Rules") for any amounts due and owing S&S under this Agreement. Vendor agrees to comply with and be bound by the Rules, as amended from time to time. This authorization will remain in effect until S&S receives written notification from Vendor of its termination in such time and in such manner as to afford S&S a reasonable opportunity to act on it.
 - C. Vendor agrees that S&S shall receive payment via EFT on the first business day of each month (or more often as S&S determines from time to time upon reasonable notice to Vendor) from Vendor's deposit account maintained at the Depository identified in Schedule C for all fees and charges Vendor owes S&S for S&S Services rendered hereunder during the previous month.
 - D. Vendor agrees that S&S or the applicable Information Provider as designated by S&S shall receive payment via EFT on each and every business day (or more often as S&S determines from time to time upon reasonable notice to Vendor) from Vendor's deposit account maintained at the Depository identified in Schedule C for all Information Services, including, but not limited to, any Vehicle Registration Material, provided to Vendor or through Vendor to others for which Vendor has not previously paid to S&S or the applicable Information Provider.
 - E. If Vendor disputes any amount charged to Vendor in connection with this Agreement, Vendor must give S&S

written notice of such disputed amount by the end of the 7th day following the day such amount was charged. In addition to other remedies available to S&S, Vendor must pay S&S on demand, interest on all amounts not paid when due (including amounts due by acceleration or as liquidated damages), at the rate equal to the lesser of one percent (1%) per month or the maximum rate allowed by law from the date due until the date paid.

9. **Ownership, Use and Confidentiality of Proprietary Rights.**
 - A. Vendor acknowledges that S&S and applicable third parties own all right, title and interest in the Proprietary Rights. Vendor acknowledges that the Proprietary Rights are valuable and unique rights and agrees that Vendor will not make any claim that those rights are invalid or that Vendor has any interest in those rights.
 - B. Vendor will not copy, in whole or in part, the Proprietary Rights or any component thereof in any form, including computer media or printing. Vendor will not make any alteration, change or modification to the Proprietary Rights or any component thereof. VENDOR MAY NOT TRANSMIT, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER OR MAKE OR DISTRIBUTE ANY FORM OF, OR ANY DERIVATIVE WORK FROM THE PROPRIETARY RIGHTS, OR ANY COMPONENT THEREOF.
 - C. Vendor and Vendor's employees and agents will hold in confidence (i) all information about the Proprietary Rights, including any functions, features or other proprietary aspects of the Proprietary Rights; and (ii) the terms of this Agreement. Vendor will not allow any of this information to be disclosed, released or transferred to any third party and will not use any of this information except as permitted by this Agreement.
 - D. Vendor acknowledges that a breach of this Section 9 will cause S&S and any applicable third parties irreparable injury and damage and that S&S and any applicable third parties will have the right to enjoin such a breach or obtain any other equitable relief, without requirement of a bond or security of any nature, in addition to any other rights or remedies available to S&S or the applicable third parties at law or in equity. Vendor's obligations under this Section 9 will remain in effect after the termination of this Agreement.
10. **Lost Data.**

Data may be lost or altered, even though Vendor uses the Provided Services in accordance with the terms and conditions of this Agreement and the Services Procedures. S&S will use its reasonable efforts to assist Vendor in Vendor's efforts to reconstruct such data. Vendor will be responsible for maintaining its own procedures for reconstruction of lost or altered files, data or programs. S&S shall have no liability for data that is non-recoverable.
11. **Representations and Warranties.**

Vendor represents and warrants to S&S that: (1) Vendor has all right, power and authority to enter into this Agreement; (2) Vendor's performance of its obligations under this Agreement does not breach any other agreement to which Vendor is a party; (3) Vendor possesses all necessary licenses from any third parties required to operate its business and Vendor's System; (4) Vendor currently and shall continue to pay its employees prevailing wages when required by law and shall pay its suppliers and subcontractors providing lien waivers on request in accordance with the prevailing wage requirements of the Illinois Procurement Code (30 ILCS 500/25-60); (5) Vendor, if a corporation or limited liability company, is currently and shall continue to be in good standing and in compliance with applicable laws regarding its authority to conduct business in the State of Illinois; and, (6) Vendor, if not a corporation or a limited liability company, is now and shall continue to be in compliance with all applicable laws regulating its authority to do business in the State of Illinois. S&S represents and warrants to Vendor that it has the right to enter into this Agreement and render the services contemplated hereby.
12. **Vendor Data.**

The computerized communication link established by S&S between Vendor and the Secretary provides for the secure transmission of titling, registration, registration renewal and lien information without permitting access to Vendor's confidential information by any entity that is not authorized by Vendor and the Secretary. Any entity that is authorized to access Vendor's System, software, data or network will be required to preserve its confidentiality and integrity. This provision shall not limit or prohibit the Secretary from accessing Vendor's confidential information.
13. **Vendor's Certifications.**

Vendor certifies to S&S that: (1) neither Vendor nor any person associated with Vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has made an admission of the same; (2) neither Vendor nor any person affiliated with it pays dues or fees on behalf of its employees or agents or reimburses or otherwise subsidizes them for payment of dues or fees to any club which unlawfully discriminates; (3) neither Vendor nor any person associated with Vendor is currently participating or shall participate in any international boycott which is in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S.

Department of Commerce promulgated under the U.S. Export Administration Act of 1979; (4) neither Vendor nor any person affiliated with it has been convicted of a felony, or if so convicted, at least five years have passed since completion of the sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with Vendor; and (5) no officer, director, partner or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of this Agreement. Vendor further agrees to submit to fingerprint criminal background check to be conducted by any Information Providers, including, but not limited to, Secretary. Failure to submit to such fingerprint background check or a negative criminal history report obtained from such background check will result in immediate termination of this Agreement.

14. Security.

Vendor shall at all times maintain strictly controlled access to Provided Services, and any inventory or other items supplied to Vendor by S&S, Secretary or any other Information Provider. Vendor shall strictly and immediately comply with any and all inventory control procedures, including any financial costs or penalties, specified by the Secretary and other Information Providers for the purpose of preventing loss or theft of any such plates, stickers or other items. Vendor hereby acknowledges the existence of a set of Data Security Standards that has been adopted and published by Secretary. Vendor further acknowledges that security procedures may vary among the several departments within Secretary and it shall be the responsibility of Vendor to become informed of all such standards and procedures which may be associated with Provided Services under this Agreement and to remain in full compliance with same at all times.

15. Reporting and Payment Remittance Requirements.

Secretary and other Information Providers require strict reporting of transactions and retention of records involving the issuance of license plates and renewal stickers, and related items and other items and the prompt payment of all fees and other amounts due and owing Secretary or other Information Providers in respect thereof. Vendor agrees to perform all actions necessary to comply with these requirements, or to enable S&S to comply with such requirements, as may be required by any such Information Providers.

16. Limitation of Liability.

- A. The sole liability of S&S or any of its agents or affiliates to Vendor or any third party and Vendor's sole remedy for claims relating to defects in Provided Services will be to use commercially reasonable efforts to cure the defects in a timely manner.
- B. S&S will make a reasonable effort to have S&S Services available during its normal operating hours. However, S&S cannot guarantee such availability and cannot be responsible in any manner for the unavailability of Information Services. Accordingly, the sole liability of S&S to Vendor or any third party for claims arising out of the unavailability or interruption of Provided Services for any reason will be to use commercially reasonable efforts to make the Provided Services available promptly.
- C. Sections 16(A) and 16(B) contain the sole remedies for Vendor or any third party for claims relating to defects in or the unavailability of the Provided Services regardless of the form in which the claim or action may be asserted, and S&S will not have any monetary or other liability as to any such claim. The sole remedy Vendor or any third party may have against S&S under this Agreement or otherwise for any matters other than those covered by Sections 16(A) and 16(B) will be damages limited to the amount of funds delivered by Vendor to S&S for transmittal to an Information Provider that are wrongfully retained or not paid over to such Information Provider, plus the lesser of (i) the amount of the actual damages incurred by Vendor, or (ii) an amount equal to the sum of the fees (not payments or reimbursements for license plates and other Information Services) paid by Vendor to S&S.
- D. S&S will not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of any Provided Service resulting directly or indirectly, from any cause beyond S&S's reasonable control, including the actions of Information Providers and/or governmental authority.
- E. IN NO EVENT WILL S&S BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH VENDOR MAY INCUR OR EXPERIENCE ON ACCOUNT OF A BREACH OF THIS AGREEMENT BY S&S OR THE UNAVAILABILITY OF THE PROVIDED SERVICES, INCLUDING LOST DATA, EVEN IF S&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Special Termination Provisions.

- A. S&S may terminate this Agreement, in whole or as to any Provided Services, immediately on notice to Vendor if an Information Provider discontinues allowing S&S or Vendor access to Information Services

- provided by that Information Provider or substantially modifies the mode of access to such Information Service which, in S&S's sole judgment, unduly modifies or impairs the Provided Services.
- B. If Vendor fails to be approved by or maintain the approval of any Information Services Provider or if any Information Services Provider declines to permit Vendor to access its Information Services, S&S shall have the right to immediately terminate this Agreement upon written notice to Vendor.
- C. If providing the Provided Services violates, or in S&S's opinion is likely to violate any laws or governmental regulations, or if in S&S's sole judgment, modifications required by law or any Information Provider are not commercially practicable, S&S may, on notice to Vendor, immediately terminate this Agreement.
18. **Default and Remedies; Liquidated Damages.**
- A. Each of the following will constitute an event of default (a "Default") by Vendor under this Agreement: (i) Vendor fails to pay any sum of money when due; (ii) Vendor fails to perform any obligation imposed by any Information Provider; (iii) Vendor violates Section 9; (iv) Vendor fails to install software as required by Section 3(iv); or (v) Vendor defaults in the performance of any other material obligation hereunder.
- B. After any Vendor Default, S&S may, at its option, do any or all of the following: (i) terminate this Agreement in whole or in part, immediately on Notice to Vendor; (ii) declare all amounts due and to become due immediately due and payable, (iii) render S&S Services inoperable, including by the means described in Sections 5(B) and 18(E) and take immediate possession of all remaining inventory in Vendor's possession and for such purpose take any action required to do so (including entering on any premises) without liability; and/or (iv) pursue any and all other remedies permitted at law or equity. S&S's failure to declare breach on one occasion shall not act as a waiver to declare a breach on another occasion.
- C. Immediately on termination of this Agreement, in whole or in part, for any reason whatsoever, Vendor will immediately cease any use of Provided Services.
- D. Vendor may terminate this Agreement at any time prior to the end of a term by giving S&S at least sixty (60) days written notice and paying to S&S (in addition to all fees for Provided Services rendered hereunder) liquidated damages in an amount equal to the greater of: (i) 50% of the average monthly charge owed by Vendor to S&S hereunder during the term of this Agreement multiplied by the number of remaining months in the Term; or (ii) \$500. This formula represents a compromise and damage reduction which the parties have mutually determined to be fair and reasonable in the light of the anticipated harm to be caused by the breach, the difficulties of proof of loss, and the potential unavailability of an adequate remedy.
- E. Vendor acknowledges S&S's right to communicate with Vendor System to monitor Vendor's compliance with this Agreement and for all purposes reasonably related thereto. **WITHOUT LIMITING THE FOREGOING, VENDOR ACKNOWLEDGES S&S'S RIGHT TO TERMINATE THE PROVIDED SERVICES BY ELECTRONIC MEANS WITHOUT LIABILITY OF ANY NATURE WHATSOEVER.** Vendor will not prevent S&S from effecting such communications with the Vendor System.
- F. The remedies contained in this Section 18 are cumulative and in addition to all other rights and remedies available to S&S under this Agreement, by operation of law or otherwise.
19. **Indemnification; Penalties.**
- Vendor will defend, indemnify and hold harmless S&S and its agents and affiliated parties from all claims for damages, costs (including attorneys' fees) and/or penalties which may be assessed against S&S in any action, claim or threat of suit arising out of Vendor's use of Provided Services in any manner not expressly permitted by this Agreement or otherwise in breach of this Agreement, including any penalty or other charge imposed by an Information Provider due to Vendor's improper use of Provided Services or breach of any Information Provider Agreements. **WITHOUT LIMITING THE FORGOING, VENDOR FURTHER AGREES TO INDEMNIFY S&S FOR ANY CLAIMS FOR DAMAGES, COSTS, PENALTIES, CHARGES, FEES OR REIMBURSEMENT ASSERTED AGAINST S&S BY ANY INFORMATION PROVIDER, INCLUDING SECRETARY, ARISING OUT OF ANY OF VENDOR'S ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, ANY VIOLATION OF STATUTES OR REGULATIONS OF THE STATE OF ILLINOIS AND ALSO INCLUDING VENDOR'S LOSS OF OR INABILITY OR FAILURE TO RETURN TO S&S, SECRETARY OR ANY OTHER INFORMATION PROVIDER ANY STICKERS, PLATES, TITLES OR ANY OTHER ITEM WHATSOEVER, WHETHER OR NOT SUCH LOSS OR INABILITY OR FAILURE TO RETURN IS DUE TO VENDOR'S NEGLIGENCE OR OTHER ACTION OR FAILURE TO ACT, THEFT, OR ANY OTHER REASON WHATSOEVER. S&S HEREBY AGREES TO INDEMNIFY VENDOR AND HOLD VENDOR HARMLESS FOR FUNDS DELIVERED BY VENDOR TO S&S FOR TRANSMITTAL TO AN INFORMATION PROVIDER THAT ARE WRONGFULLY RETAINED BY S&S OR NOT PAID OVER TO SUCH INFORMATION PROVIDER BY S&S.**
20. **Laws and Governmental Registration Regulations.**
- Vendor will be responsible for (i) compliance with all laws and governmental regulations affecting Vendor's business,

including protection of private customer information; and (ii) any use Vendor makes of the Provided Services. S&S will not have any responsibility as to the foregoing, including any responsibility to advise Vendor of Vendor's responsibilities in complying with any laws or governmental regulations affecting Vendor's business or use of Provided Services.

21. Books, Records and Documentation.

Vendor hereby agrees to maintain, for a minimum of 3 years from the later of the date of final payment under the Information Provider Agreements between S&S and any of Information Providers, including, but not limited to, Secretary, or the completion of the agreement between S&S and any of the Information Providers, including, but not limited to, Secretary, adequate books, records, and supporting documents relating to the performance of Vendor's duties under this Agreement. All books, records, and supporting documents related to Vendor's duties shall be available for review and audit by the Auditor General, and Vendor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all such relevant books, records and supporting documents or materials.

S&S and Information Providers, including, but not limited to, Secretary, reserve the right to examine and audit any of Vendor's books and records that directly relate to this Agreement. Vendor hereby agrees to cooperate fully with any such audit.

22. Standard Terms and Conditions of the ERT Provider Agreement.

S&S and Vendor hereby acknowledge that S&S is a party under that certain ERT Provider Agreement between Secretary and S&S for provision of Provided Services. S&S and Vendor further acknowledge that, as part of the ERT Provider Agreement, S&S must abide by those certain Standard Terms and Conditions set forth in the ERT Provider Agreement. Vendor represents, warrants and certifies to S&S that Vendor is currently and shall continue to be in compliance with any and all such terms of the ERT Provider Agreement that apply to Vendor directly or indirectly in its provision of services under this Agreement. This Agreement regulates the rights and obligations of the parties hereto to each other and does not in any manner limit the liability of S&S to the Secretary pursuant to the ERT Provider Agreement between S&S and the Secretary.

23. General Terms.

- A. Entire Agreement. The Agreement, Schedule A – Services and Pricing Schedule, this Schedule B - Participating Vendor Agreement Terms and Conditions and Schedule C - Automated Clearing House (ACH) Electronic Funds Transfer (EFT) Authorization constitutes the entire agreement of the parties with respect to the use of the Provided Services and supersedes any prior representations, discussions, communications, or advertising relating thereto.
- B. Choice of Law and Venue. The parties agree that this Agreement, and any dispute, controversy, or claim either party may have arising out of or relating to this Agreement, shall be governed by the laws of the State of Illinois, exclusive of its choice-of-laws provisions. Any judicial action or proceeding brought to construe, interpret or enforce this Agreement shall be brought in Peoria County, Illinois, in the state or federal courts therein.
- C. Assignment. Neither this Agreement, nor any rights, duties or obligations hereunder, may be assigned, sublicensed or otherwise transferred in any manner by Vendor. Any attempt to do any of the foregoing will be void. For purposes hereof, without limiting the foregoing, if Vendor becomes subject to a merger, consolidation, sale of substantially all of Vendor's assets or undergoes a change in control, an assignment will be deemed to have occurred.
- D. Amendment. No amendment, addition or modification of this Agreement shall be valid or enforceable unless such amendment is reduced to writing and thereafter executed by the parties hereto except changes to Schedule A - Services and Pricing Schedule which may be made from time to time by S&S without requiring both the parties to evidence written consent thereto as provided in Section 7 of this Agreement. In addition, Vendor may request that S&S provide additional services not covered by this Agreement by submitting a new Schedule A - Services and Pricing Schedule to S&S signed by Vendor. To be effective, the new Schedule A - Services and Pricing Schedule must be accepted and signed by S&S. If, for any reason, any portion of this Agreement must be changed to comply with any law, regulation, or restriction by a regulatory body or court order, the parties agree to negotiate in good faith to make the necessary changes to this Agreement to conform to such law, regulation, restriction by a regulatory body or court order.
- E. Severability. If any part of this Agreement is held invalid, illegal or unenforceable, it will not affect the validity of the remaining provisions of the Agreement, which shall remain in full force according to their terms.

- F. Force Majure. S&S shall not be liable to Vendor for any delay or failure of S&S to perform its obligations under this Agreement if such delay or failure arises from any cause or causes beyond the reasonable control of S&S, including, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or the temporary unavailability of qualified personnel or third parties.
- G. Notices. All notices prescribed by this Agreement shall be in writing and either (i) delivered to the party entitled thereto, or (ii) mailed with postage prepaid, (and concurrently FAXed to the FAX no. shown below), to the address of the party entitled thereto at the address shown below by registered or certified mail, return receipt requested. A notice shall be deemed to be received in (i), on the date of the actual receipt thereof by the party entitled thereto in the case of delivery, and in (ii), five days (5) after the date of the mailing thereof, where said notice is mailed.

S&S:

S&S License & Title Services, Inc.
 Attention: Troy Sandlin
 President
 519 NE Perry St
 Peoria, Illinois 61603
 Phone: (309) 674-9532
 Fax No: (309) 674-9583

Vendor:

Hanover Township
Attention: James Barr
Township Administrator
250 S. IL Route 59
Bartlett, IL 60103
Phone: 630-837-0301
Fax No.: 630-837-9064

- H. Waiver. No delay by S&S in enforcing any right or benefit it may have hereunder will constitute a waiver or create an estoppel with respect to S&S and no right or license will be implied by estoppel or otherwise.
- I. Headings. The headings in this Agreement are for convenience only and shall have no effect on its interpretation.
- J. Attorneys' Fees. Vendor agrees to pay all costs incurred by S&S to collect any amount owed under this Agreement or to enforce any obligation under this Agreement, including, but not limited to, collection agency fees, reasonable attorneys' fees, expenses and court costs incurred in connection with demands and/or negotiations, in court proceedings, on appeal, in post-judgment collection efforts and/or in bankruptcy proceedings.
- K. Regulatory Examinations. To the extent that S&S or Vendor are subject to periodic examinations by state and/or federal regulatory authorities, each party hereto agrees to undertake reasonable efforts to cooperate with the other in connection with any such examinations.



SCHEDULE C

**AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION**

VENDOR INFORMATION

Hanover Township
Business Name
250 S. IL Route 59
Principal Office
Bartlett, IL 60103
City/State/Zip Code
630-837-0301
Business Phone
Business Email Address

Illinois
State of Organization
250 S. IL Route 59
Principal Place of Business
Bartlett, IL 60103
City/State/Zip Code
630-837-9064
Business Fax No.
Business License #

AGREEMENT FOR PREAUTHORIZATION PAYMENTS

In consideration of S&S granting Vendor the right and license to use the Provided Services under the terms of the Agreement and Schedule B - Participating Vendor Agreement Terms and Conditions ("the Terms") Vendor hereby authorizes S&S to initiate debit entries to the account indicated below and the depository named below, hereinafter referred to as Depository, to debit the same to such account. Vendor acknowledges and agrees that such debits to the account shall be for: (i) fees and charges owing by Vendor to S&S for Provided Services rendered by S&S to Vendor; (ii) fees and charges owing by Vendor to Information Providers; (iii) taxes owing by Vendor to governmental entities or agencies in connection with the Provided Services; and, (iv) any other amounts Vendor owes S&S under the Terms.

Except as otherwise defined herein, all capitalized terms used in this Automated Clearing House (ACH) Electronic Funds Transfer (EFT) Authorization will have the meanings attributed to them in the Terms.

Depository Name: Chase Bank Branch: _____
City: Streamwood State: IL Zip: 60107
Transit Routing/ ABA Number: 071000013 Account No. 833808736

This authority is to remain in full force and effect until S&S and Depository have received written notification of its termination in such time and in such manner as to afford S&S and Depository a reasonable opportunity to collect all outstanding amounts owed S&S through use of the Provided Services. If any ACH debit files are returned due to insufficient funds, the Vendor will pay S&S a \$75.00 return fee for each returned file. After two successive unsuccessful debit transfers due to insufficient funds, S&S may terminate the Provided Services immediately pending payment.

Must be signed by an Officer of the Vendor or any authorized signatory: James C. Barr (Please Print)

Date: 8/11/21 Signed: [Signature]

How to find your Routing and Account Numbers

Business Check

Name of Company _____, 20____
Address, City, State _____

Pay to the order of _____ \$ _____ dollars

(Bank Name and Location) _____

000000000 123456789 1234567890 123
Routing number Account Number



SCHEDULE D

INFORMATION PROVIDER AGREEMENTS AND SERVICES PROCEDURES

INFORMATION PROVIDER AGREEMENTS

- (1) N/A
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____
- (7) _____
- (8) _____
- (9) _____
- (10) _____

SERVICES PROCEDURES

- Secretary of State Information Technology Security Policies and Standards FOR EXTERNAL USERS (Version 1.0, Sept. 2014).
- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
 - (6) _____
 - (7) _____
 - (8) _____
 - (9) _____
 - (10) _____