
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2018-032**

**A RESOLUTION APPROVING AND AUTHORIZING A
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
CONCERNING A SOFTWARE LICENSE AND SERVICE
AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND
PASSPORT LABS, INC. (FORMERLY PASSPORTPARKING, INC.)**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JANICE OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

RESOLUTION NO. 2018-032

A RESOLUTION APPROVING AND AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS CONCERNING A SOFTWARE LICENSE AND SERVICE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND PASSPORT LABS, INC. (FORMERLY PASSPORTPARKING, INC.)

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, on or about November 20, 2015, the City and Passport Labs, Inc., formerly known as PassportParking, Inc. (hereinafter "Passport") entered into a Software License and Service Agreement (the "Software Agreement"); and;

WHEREAS, a dispute occurred between Passport and the City concerning various matters regarding Passport's services pursuant to the Software Agreement; and

WHEREAS, the City and Passport have agreed to an amicable resolution, compromise and settlement of the dispute; and

WHEREAS, the appropriate city officials have considered and reviewed the Settlement Agreement and Release of Claims attached hereto as Exhibit A.

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AUTHORIZATION OF MAYOR & AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council approves entering into the Settlement Agreement and Release of Claims pursuant to the terms as more fully set forth in Exhibit A and authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or

reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 2: EFFECTIVE DATE

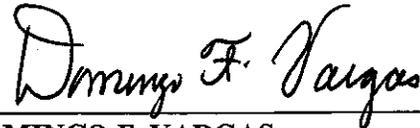
This resolution shall be in full force and effect upon its passage, approval and publication as required by law.

Intentionally left blank

ADOPTED this 23rd day of **October, 2018**, pursuant to a roll call vote as follows:

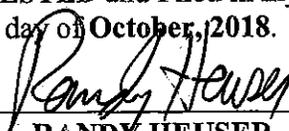
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery			X		
Alderman Ostling	X				
Alderman Pittman					X
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Fahrenwald			X		
Mayor Vargas					
TOTAL	10		3		1

APPROVED by the Mayor on **October 23, 2018**.



DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
23rd day of October, 2018.



RANDY HEUSER
CITY CLERK

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "Agreement") is made effective as of October 23, 2018 (the "Effective Date"), by and between Passport Labs, Inc. (formerly known as PassportParking, Inc.) ("Passport") and City of Blue Island, IL ("Provider"), Passport and Provider are each a "Party" and collectively, the "Parties").

WHEREAS, on or about November 20, 2015, the Parties entered into that certain Software License and Service Agreement (the "Software Agreement");

WHEREAS, a dispute arose between Passport and Provider related to Passport's CMP services, as that term is used in the Software Agreement, (the "Dispute"); and

WHEREAS, the Parties have agreed to a resolution, compromise, and settlement of the Dispute as provided herein.

WHEREAS, the Parties agree, as set forth herein, to amend the Software Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. CMP and DPP Services. As of October 15, 2018, all CMP and DPP, as those terms are used in the Software Agreement, services will be terminated.
2. MPP Services. The term of the Agreement, including MPP services, as that term is used in the Software Agreement, is extended for one year, so that the new termination date is November 20, 2019. The MPP services are further amended as follows:
 - i. The Per Transaction MPP Service and License Fee of \$0.35 is reduced to \$0.20.
 - ii. The Per Transaction MPP Service and License Fee where Provider Passes Through No Convenience Fee to Parking Customers is deleted in its entirety.
 - iii. The Per Transaction MPP Service and License Fee where Provider Elects to License the CMP in addition to the MPP of \$0.25 is deleted in its entirety.
3. Payment. Passport shall pay Provider \$12,000.00 within thirty (30) days of the Effective Date.
4. Release. As consideration for the covenants and obligations pursuant to this Agreement, the Provider, its respective heirs, executors, administrators, assigns, directors, officers, managers, members, and council members, hereby release and forever discharge Passport, its respective successors, affiliates, assigns, heirs, directors, board members, officers, members, trustees,

administrators, employees, representatives, agents and attorneys, from any and all rights with respect to all manner of claims, actions, causes of action, suits, judgments, rights, demands, debts, damages, contracts or accountings of whatever nature, legal, equitable or administrative, whether the same are now known or unknown, which they, or any of them, ever had, now has or may claim to have, upon or by reason of the occurrence of or related to any circumstances arising between the Parties through and including the Effective Date.

5. Confidentiality of Agreement. ~~The terms of this Agreement shall be kept confidential by the Parties in accordance with this paragraph 5.~~ The Parties shall not disclose the terms of this Agreement to anyone other than their attorneys, accountants, or advisors, or as necessary to enforce this Agreement or as required by law.

6. Publicity. Provider agrees not to disparage Passport or any Passport Parties (as defined below). For purposes of this paragraph, "disparage" shall mean the making of any negative statement, whether written or oral, about Passport or any of its divisions, officers, directors, shareholders, affiliates, subsidiaries, employees, representatives, managers, contractors, and administrators. In addition, Provider agrees to require any third party, who, at any time after the Effective Date, provides services to Provider that are the same or similar to Passport's citation/enforcement management platform/services, not to disparage Passport or otherwise state that the third party is replacing Passport.

7. Warranties. The Parties represent and warrant that the individuals whose signatures are affixed to this Agreement are authorized to execute and bind the respective Parties to the terms of this Agreement.

8. No Admission. This Agreement shall not constitute an admission of any of the allegations against Passport and shall not be considered as an admission of liability, wrongdoing, or anything improper.

9. Severability. If any provision of this Agreement shall be held void or unenforceable by a court, such provision shall be severable and shall not affect the validity or enforceability or any other provisions of this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement among the Parties hereto as to the subject matter herein and may be modified only in a writing executed by both Parties hereto; and no agreements, representations, or statements of any Party not contained herein shall be binding on such Party. Except as expressly modified by this Agreement, the Software Agreement remains valid and binding on the Parties in all respects.

11. Governing Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of ~~North Carolina~~, without regard to the principles of conflicts of laws. The exclusive venue for resolution of any dispute between the Parties related to the subject matter of this Agreement shall be in ~~Mecklenburg County, North Carolina.~~

Cook County, Illinois

12. Reliance on Own Counsel. In entering into this Agreement, Provider acknowledges that it has relied upon the legal advice of its attorney, who is the attorney of its own choosing, that such terms are fully understood and voluntarily accepted by Provider, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to Provider by Passport.

13. Counterparts. This Agreement may be executed in several counterparts and delivered by facsimile or other electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

NOW, THEREFORE, the Parties have executed this Agreement, freely and voluntarily, as of the date(s) set forth below.

Passport Labs, Inc:

By: _____

Name: _____

Title: _____

Date: _____

Blue Island, IL

By: Domingo F Vargas

Name: Domingo Vargas

Title: Mayor

Date: October 23, 2018