

ORDINANCE NO. 03-18

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH SOUNGAMON COUNTY CONCERNING GIS DATA

WHEREAS, the Village of Chatham, Illinois ("Village") and the County of Sangamon ("County"), are units of government of the State of Illinois; and

WHEREAS, intergovernmental agreements are expressly allowed by Article VII, @10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and

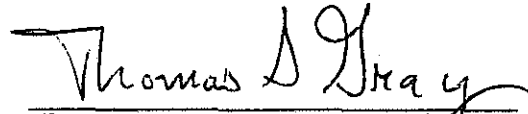
WHEREAS, in order to better serve their citizens, the Village and the County desire to cooperate and share data for a Geographical Information System.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

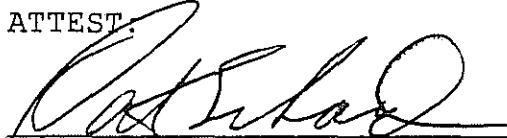
SECTION 1: the Intergovernmental Agreement attached hereto, marked as Exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.

SECTION 2: this Ordinance is effective upon its passage and approval as provided by law.

PASSED THIS 22ND DAY OF APRIL, 2003.


Thomas S. Gray, President
Village of Chatham

ATTEST:


Pat Schad, Village Clerk

AYES: _____

PASSED: _____

NAYS: _____

APPROVED: _____

ABSENT: _____

16. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of by Participant without the prior written consent of the County, and the County may not assign without consent of Participant.

17. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

18. Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or three (3) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the County:

CHAIRMAN
COUNTY OF SANGAMON
200 SO 9th ST. # 201
SPRINGFIELD, IL 62701

If to Participant:

Village of CHATHAM PRESIDENT
116 EAST MULBERRY
CHATHAM, IL 62929

19. Dispute Resolution. Should any dispute arise between any of Participant and the County concerning the terms, conditions, or requirements of this Agreement, the parties will attempt to resolve the dispute through discussions and negotiations with the members of the Committee. The parties shall be required to undertake a minimum of six (6) hours of discussion and negotiation with the members of the Committee prior to initiating judicial proceedings.

20. General.

(a) Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning access, cost recovery, distribution, and use of the Basemap and Spatial Data and supersedes all previous agreements, promises, representations,

Other Participants will be the sole responsibility of said party. Nothing herein will be construed as a waiver by Participant, the County, or the Other Participants.

PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT THE COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE BASEMAP, SPATIAL DATA, METADATA, AND ASSOCIATED ATTRIBUTE TABLES DELIVERED PURSUANT TO PARAGRAPH 4 HEREOF, NOR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.

Participant acknowledges and agrees that the Basemap, Spatial Data, Metadata, and associated Attribute Tables are subject to constant change and are provide by the County as is, with all faults and without warranty of any kind as to its accuracy, completeness, or correctness.

The County shall not be subject to liability to Participant for human errors, defects or failure of machines, or any material used in connection with the machines, including, but not limited to, tapes, disks, and energy. Further, the County shall not be subject to liability to Participant for damages due to any lost profits or consequential damages, or claims against Participant for third parties.

Participant acknowledges and agrees that the County, its officers, agents, consultants, contractors, and employees are hereby released by Participant from any and all claims, third party claims, actions, or causes of action for damages, including, but not limited to, the costs of recovering, reprogramming, or reproducing any information or data, damage to property, damages for personal injury, lost savings, or other special, incidental or consequential damages arising from or

The Committee shall meet not less than one time per month and such other times as may be requested by a committee member. A majority of committee members shall be required for the transaction of business at any meeting, and the act of the majority of members present at any meeting shall be the act of the Committee.

7. Copyright. To the extent allowable under applicable federal or state copyright law, the County shall have the right to copyright the Basemap, and Enterprise Data received from Participant. To the extent allowable under federal or state copyright law, all publications, compilations, or derivative works using any of the Basemap or Spatial Data which are released to a Third Party by the County under Paragraph 9 shall include the following copyright notice:

COPYRIGHT 200_ COUNTY OF SANGAMON, ILLINOIS.

Participant and the County agree to honor all copyrights, and such other proprietary rights in the Enterprise Data, as may be maintained by the County or any Other Participants that have entered into GIS Data Agreements with the County, provided prior notice of such copyright is provided to them.

8. Distribution of the GIS Information. The Basemap and Enterprise Data are to be solely retained and used by Participant. In no instance, except as provided in Paragraph 9 or 10 of this Agreement, is the Basemap or Enterprise Data to be sold, leased, copied, loaned, or transferred by Participant, in whole or in part, to other public agencies, private individuals, private entities, or non-profit entities. All obligations and restrictions contained in this Agreement regarding the Participant's use or transfer of the Basemap or Enterprise Data shall survive the termination of this Agreement. Any freedom of information request associated with the Basemap or Spatial Data shall be administered by the County pursuant to Paragraph 9 or 10 with the assistance of the Committee.

9. Requests for GIS Data. Participant hereby acknowledges and agrees to notify the County in the event it receives a request for Basemap and/or associated Enterprise Data, and the

written request more than thirty (30) days after the Basemap is completed, the County shall transfer the Basemap to Participant.

Provided Participant is not in breach of this Agreement, the following support will also be provided by the County to Participant: (a) upon completion of the conversion of tax parcel information in the process of building the GIS, the County shall provide Participant with internet access to the Enterprise Data; (b) access to updates of the Basemap; (c) access to the County's Metadata and data layers subject to the Counties' determination of confidentiality issues regarding disclosure of said information; (d) network service coordination to Other Participants where technically feasible to facilitate easier data exchange; (e) administration of all requests for information by Third Parties; and (f) access to Other Participants' Spatial Data, Metadata, and Associated Attribute Tables ("Enterprise Data"), subject to Other Participants' determination of confidentiality issues regarding disclosure.

Not more than thirty (30) days after the Effective Date of this Agreement, Participant shall provide the County with such Spatial Data, Metadata, and Associated Attribute Tables as it may have regarding Participant. The data and tables shall be subject to review by the County prior to receipt to insure that they are in such form and standard as the County shall require. The transfer shall be made via web application, compact disc, or such other method of transfer as the County may require. Participant shall advise the County of any information that it deems confidential when providing such information to the County. Participant shall provide timely updates of its Spatial Data, Metadata, and associated Attribute Tables to the County as maintained by Participant.

5. Ownership. The County shall own the Basemap. The exchange of data as provided in this Agreement shall not constitute a transfer of title or interest in the Basemap, Spatial Data, Metadata, or other data provided by either County or Participant. If the Basemap or other Spatial

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises, mutual agreements hereinafter made, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.
 - (a) "Attribute Table(s)" shall mean a tabular file containing rows and columns associated with a class of geographic features.
 - (b) "County" refers to the County of Sangamon, Illinois and its divisions and departments.
 - (c) "Basemap" shall mean the Sangamon County GIS Basemap consisting of aerial photography, digital orthophotos, topographic information (contours), planimetric, and cadastral spatial data sets of Sangamon County, Illinois.
 - (d) "Spatial Data" shall mean digital databases or data layers, which contain references to geographic locations.
 - (e) "Metadata" shall mean information that describes the characteristics of the Spatial Data.
 - (f) "GIS Advisory Committee" shall have the meaning set forth in Section 6 hereof.
 - (g) "Geographic Information System" shall mean an integral system of hardware, software, and procedures designed to support the capture, storage, management, analysis, and display of spatially-referenced information.
 - (h) "Third Party" shall mean a person or entity other than a party to this or other GIS Data Agreements with the County.
 - (i) "Participant" shall mean the party identified in the first paragraph of this Agreement.
 - (j) "Costs of Development" shall mean the amount of monetary consideration paid to the County by Participant for its share of the charges for materials, labor, and services incurred by the County in building the Basemap.
 - (k) "Enterprise Data" shall mean such Spatial Data, Metadata, and Associated Attribute Tables regarding Participant, Other Participants, and the County, which may be made available to all participants who have entered into GIS Data Agreements with the County.

ORDINANCE NO. 03-18

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WHEREAS, the Village of Chatham, Illinois ("Village") and the County of Sangamon("County"), are units of government of the State of Illinois; and

WHEREAS, intergovernmental agreements are expressly allowed by Article VII, @10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and

WHEREAS, in order to better serve their citizens, the Village and the County desire to cooperate and share data for a Geographical Information System.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: the Intergovernmental Agreement attached hereto, marked as Exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.

SECTION 2: this Ordinance is effective upon its passage and approval as provided by law.

PASSED THIS 22ND DAY OF APRIL, 2003



Thomas S Gray
Thomas S. Gray, President
Village of Chatham

ATTEST:

Pat Schad, Village Clerk

AYES: 6 HEER, McDOAMS, BOYLE, McARTHUR, McGRATH, DIERKING
NAYS: 0
ABSENT: 0

PASSED: 4-22-03
APPROVED: 4-22-03

GIS DATA AGREEMENT

This Agreement (the "Agreement") is made as of this 22 day of APRIL, 2003, (the "Effective Date"), by and between the County of Sangamon, a body politic and corporate (the "County"), and the Village of Chatham, (hereinafter referred to as "Participant").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that units of local government may contract or otherwise associate among themselves to obtain or share services;

WHEREAS, this Agreement is entered into for the purpose of setting forth the terms and conditions of developing and providing spatial data as part of the County's geographic information system ("GIS");

WHEREAS, Participant desires to obtain or access from the County the GIS information which will be developed and maintained as part of the County's GIS, and the County desires to obtain certain information from Participant;

WHEREAS, the information provided by Participant shall only be available to the County and such other participants as may enter into GIS Data Agreements with the County;

WHEREAS, Participant desires to participate in the costs of developing such data;

WHEREAS, it is in the public's interest for Participant to be provided the GIS information for its use, subject to certain limitations provided herein, for Participant to contribute to the cost of developing the GIS information, and for the use of such information by anyone other than Participant to be subject to certain limitations; and

WHEREAS, Participant has approved execution of this Agreement and appropriated the funds to make payment to the County in accordance with the terms of this Agreement;

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises, mutual agreements hereinafter made, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.
 - (a) "Attribute Table(s)" shall mean a tabular file containing rows and columns associated with a class of geographic features.
 - (b) "County" refers to the County of Sangamon, Illinois and its divisions and departments.
 - (c) "Basemap" shall mean the Sangamon County GIS Basemap consisting of aerial photography, digital orthophotos, topographic information (contours), planimetric, and cadastral spatial data sets of Sangamon County, Illinois.
 - (d) "Spatial Data" shall mean digital databases or data layers, which contain references to geographic locations.
 - (e) "Metadata" shall mean information that describes the characteristics of the Spatial Data.
 - (f) "GIS Advisory Committee" shall have the meaning set forth in Section 6 hereof.
 - (g) "Geographic Information System" shall mean an integral system of hardware, software, and procedures designed to support the capture, storage, management, analysis, and display of spatially-referenced information.
 - (h) "Third Party" shall mean a person or entity other than a party to this or other GIS Data Agreements with the County.
 - i) "Participant" shall mean the party identified in the first paragraph of this Agreement.
 - j) "Costs of Development" shall mean the amount of monetary consideration paid to the County by Participant for its share of the charges for materials, labor, and services incurred by the County in building the Basemap.
 - (k) "Enterprise Data" shall mean such Spatial Data, Metadata, and Associated Attribute Tables regarding Participant, Other Participants, and the County, which may be made available to all participants who have entered into GIS Data Agreements with the County.

(1) "Other Participants" shall mean one or more individuals or entities that enter into GIS Data Agreements with the County and does not include Participant that executes this Agreement.

2. Term of Agreement. This Agreement is effective from the date first written above and will remain in effect until termination as provided in Paragraph 11.

3. Costs of Development. In consideration of the rights and obligations of the parties as provided in this Agreement, Participant agrees to pay the County, the Costs of Development as follows:

Twelve Thousand Seven Hundred Fifty Nine Dollars (\$ 12,759) on the one year anniversary of the execution of this Agreement (_____), and 3 additional payments in the same amount due on _____ (2nd anniversary) _____, _____ (3rd anniversary) _____, and _____ (4th anniversary) _____.

Participant hereby warrants to the County that prior to execution of this Agreement, it has approved execution thereof by its duly authorized representatives, and has appropriated the funds to make payment to the County pursuant to the terms herein.

All Basemap maintenance, updating, and operating costs shall be paid by the County and all maintenance and updating of the Basemap shall take place at such times as the County may determine.

4. Deliveries. Upon receipt of a written request more than thirty (30) days after the County's receipt of the components obtained in building or updating the Basemap, the County shall transfer the particular components to Participant. Participant and the County further agree that time is of the essence in performing the obligations contained in this Agreement, and the County hereby agrees to use its best efforts to complete the Basemap as expeditiously as possible. Upon receipt of a

written request more than thirty (30) days after the Basemap is completed, the County shall transfer the Basemap to Participant.

Provided Participant is not in breach of this Agreement, the following support will also be provided by the County to Participant: (a) upon completion of the conversion of tax parcel information in the process of building the GIS, the County shall provide Participant with internet access to the Enterprise Data; (b) access to updates of the Basemap; (c) access to the County's Metadata and data layers subject to the Counties' determination of confidentiality issues regarding disclosure of said information; (d) network service coordination to Other Participants where technically feasible to facilitate easier data exchange; (e) administration of all requests for information by Third Parties; and (f) access to Other Participants' Spatial Data, Metadata, and Associated Attribute Tables ("Enterprise Data"), subject to Other Participants' determination of confidentiality issues regarding disclosure.

Not more than thirty (30) days after the Effective Date of this Agreement, Participant shall provide the County with such Spatial Data, Metadata, and Associated Attribute Tables as it may have regarding Participant. The data and tables shall be subject to review by the County prior to receipt to insure that they are in such form and standard as the County shall require. The transfer shall be made via web application, compact disc, or such other method of transfer as the County may require. Participant shall advise the County of any information that it deems confidential when providing such information to the County. Participant shall provide timely updates of its Spatial Data, Metadata, and associated Attribute Tables to the County as maintained by Participant.

5. Ownership. The County shall own the Basemap. The exchange of data as provided in this Agreement shall not constitute a transfer of title or interest in the Basemap, Spatial Data, Metadata, or other data provided by either County or Participant. If the Basemap or other Spatial

Data is modified or merged into another computer file or program by Participant or is integrated with other programs or data to form derivative products, it shall continue to be subject to the provisions of this Agreement. The County shall retain ownership of the Basemap, its Spatial Data, and all such modified, merged, derivative, or integrated programs or products. Participant shall retain ownership of its Spatial Data.

The County reserves the right to incorporate all Enterprise Data received into the Basemap. Participant acknowledges and agrees that its Enterprise Data may be provided by the County to Other Participants that have entered into GIS Data Agreements with the County and, additionally, to Third Parties as provided in this Agreement.

6. GIS Advisory Committee. Participant may nominate one representative from its organization to the County to be considered for membership on the GIS Advisory Committee ("Committee") as provided below. The total number of Committee members shall be equal to at least four, but no more than seven, members comprised as follows: one member each from the County, the City of Springfield, a municipal corporation, the Springfield Metro Sanitary District, a municipal corporation ("SMSD"), the Emergency Telephone System Department, a body politic ("ETSD"), and ~~three~~ representatives selected by the ~~four~~ members described above from a list of nominees provided by Participant and the Other Participants, collectively. The ~~three~~ members selected from the individuals nominated by Participant and the Other Participants shall serve two-year terms and may serve successive terms. The Committee shall have the authority to set policies governing the development, use, and dissemination of the Basemap and Enterprise Data. The Committee shall determine all issues regarding the use, operation, and dissemination of the Basemap and Enterprise Data.

The Committee shall meet not less than one time per month and such other times as may be requested by a committee member. A majority of committee members shall be required for the transaction of business at any meeting, and the act of the majority of members present at any meeting shall be the act of the Committee.

7. Copyright. To the extent allowable under applicable federal or state copyright law, the County shall have the right to copyright the Basemap, and Enterprise Data received from Participant. To the extent allowable under federal or state copyright law, all publications, compilations, or derivative works using any of the Basemap or Spatial Data which are released to a Third Party by the County under Paragraph 9 shall include the following copyright notice:

COPYRIGHT 200_ COUNTY OF SANGAMON, ILLINOIS.

Participant and the County agree to honor all copyrights, and such other proprietary rights in the Enterprise Data, as may be maintained by the County or any Other Participants that have entered into GIS Data Agreements with the County, provided prior notice of such copyright is provided to them.

8. Distribution of the GIS Information. The Basemap and Enterprise Data are to be solely retained and used by Participant. In no instance, except as provided in Paragraph 9 or 10 of this Agreement, is the Basemap or Enterprise Data to be sold, leased, copied, loaned, or transferred by Participant, in whole or in part, to other public agencies, private individuals, private entities, or non-profit entities. All obligations and restrictions contained in this Agreement regarding the Participant's use or transfer of the Basemap or Enterprise Data shall survive the termination of this Agreement. Any freedom of information request associated with the Basemap or Spatial Data shall be administered by the County pursuant to Paragraph 9 or 10 with the assistance of the Committee.

9. Requests for GIS Data. Participant hereby acknowledges and agrees to notify the County in the event it receives a request for Basemap and/or associated Enterprise Data, and the

County shall process such request. Participant further acknowledges and agrees that the Basemap and Enterprise Data shall be made available to Third Parties pursuant to the terms and conditions of an agreement between the County and the Third Party substantially in the form attached hereto and made a part hereof as Appendix A. Such agreement shall be known as a "License Agreement" and shall be administered exclusively by the County and the licensee. The fees charged to a Third Party for Participant's Spatial Data layer shall be set by each participant with the final approval of the Committee. The County will collect the fees from licensee and distribute them within thirty (30) days to Participant based upon the ownership of particular layer(s) of information requested and the fees established by Participant subject to the approval of the Committee.

10. Modifications/Updates to the Basemap and Spatial Data. The County shall provide such updates of the Basemap and its Spatial Data layer(s) as it may have, upon written request for same, within thirty (30) days of receipt of the request from Participant.

11. Termination. On or after _____, 2013, this Agreement may be terminated by Participant or the County by giving written notice to the other party as the case may be. No portion of the terminating Participant's Cost of Development under Paragraph 3 will be refunded as a result of termination. The Agreement shall terminate sixty (60) days following the giving of said notice provided the terminating party tenders payment in the amount of Twenty Five Thousand Five Hundred Nineteen Dollars (\$ 25,519) to the non-terminating party prior to the sixtieth day following the giving of said notice.

The Basemap and Enterprise Data obtained by Participant under this Agreement shall be returned to the County within thirty (30) days of the date of termination as provided above.

12. Limitation of Liability. All liability, loss, or damage as a result of claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of the County, Participant, or

Other Participants will be the sole responsibility of said party. Nothing herein will be construed as a waiver by Participant, the County, or the Other Participants.

PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT THE COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE BASEMAP, SPATIAL DATA, METADATA, AND ASSOCIATED ATTRIBUTE TABLES DELIVERED PURSUANT TO PARAGRAPH 4 HEREOF, NOR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.

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Participant acknowledges and agrees that the County, its officers, agents, consultants, contractors, and employees are hereby released by Participant from any and all claims, third party claims, actions, or causes of action for damages, including, but not limited to, the costs of recovering, reprogramming, or reproducing any information or data, damage to property, damages for personal injury, lost savings, or other special, incidental or consequential damages arising from or

related to the use of, or inability to use, the Basemap, Spatial Data, Metadata, and Associated Attribute Tables.

Participant hereby agrees to indemnify, hold harmless, and defend the County, its officers, agents, consultants, contractors, and employees from any and all liability, claims, costs, expenses, or damages including, but not limited to, damages to person or property arising from or related to the use of, or inability to use, the Basemap, Spatial Data, Metadata, and/or associated Attribute Tables. The indemnification obligation shall not apply to the damages caused by the actions or omissions of the County and shall survive the termination of this Agreement.

13. Costs of Use. All costs and expenses for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary coordination services for utilization of the Basemap and Enterprise Data, which are not otherwise provided herein, shall be the responsibility of Participant.

14. Relationship of Parties. The relationship of Participant and the County is and will continue to be that of independent contractors. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to Participant by virtue of this Agreement. Participant acknowledges and agrees that the County may enter into such other GIS Data Agreements with Third Parties, as it shall determine.

15. Additional Participants. It is understood and acknowledged by Participant that the County may enter into similar GIS Data Agreements with Third Parties to provide continuous access to the Basemap and Spatial Data as modified. The fee charged to said unit of local government shall be determined by the County.

16. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of by Participant without the prior written consent of the County, and the County may not assign without consent of Participant.

17. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

18. Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or three (3) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the County:

If to Participant:

19. Dispute Resolution. Should any dispute arise between any of Participant and the County concerning the terms, conditions, or requirements of this Agreement, the parties will attempt to resolve the dispute through discussions and negotiations with the members of the Committee. The parties shall be required to undertake a minimum of six (6) hours of discussion and negotiation with the members of the Committee prior to initiating judicial proceedings.

20. General.

(a) Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning access, cost recovery, distribution, and use of the Basemap and Spatial Data and supersedes all previous agreements, promises, representations,

understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

- (b) Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.
- (c) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (d) Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
- (e) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SANGAMON COUNTY,

PARTICIPANT,

By: _____
Its _____

By: _____
Its _____

Attest: _____
Its _____

Attest: _____
Its _____