

NOTICE - VILLAGE OF TINLEY PARK
SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 4, 2022, beginning at 5:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 21, 2021.
4. CONSIDER AWARDING A CONTRACT TO STEVE SPIESS CONSTRUCTION, INC., FOR THE LAGRANGE ROAD SEWER AND WATER EXTENSION POST 20.
5. CONSIDER PURCHASE OF COMPUTERS AND SOFTWARE FROM HEARTLAND BUSINESS SYSTEMS FOR POLICE DEPARTMENT VEHICLES.
6. CONSIDER PURCHASE OF POLICE IN-VEHICLE PRINTERS AND EQUIPMENT FROM CDS OFFICE TECHNOLOGIES.
7. CONSIDER CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC.
8. CONSIDER CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC.
9. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

MINUTES
Meeting of the Committee of the Whole
December 21, 2021 – 6:00 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Members Present: W. Brennan, President Pro Tem
K. Thirion, Village Clerk
W. Brady, Village Trustee
D. Galante, Village Trustee
D. Mahoney, Village Trustee
M. Mueller, Village Trustee (Participated electronically)
C. Sullivan, Village Trustee
M. Glotz, Village President

Members Absent:

Staff Present: H. Lipman, Assistant Village Manager/Interim Treasurer
J. Urbanski, Public Works Director
L. Godette, Deputy Clerk
K. Clarke, Community Development Director
A. Ardolino, IT Manager
P. O'Grady, Village Attorney

Others Present: B. Bettenhausen, Finance Consultant

Item #1 - The meeting of the Committee of the Whole was called to order at 6:05 p.m.

At this time a motion was made by Trustee Mahoney, seconded by Trustee Brady to approve Trustee Mueller's request to participate in the meeting by electronic means pursuant to Section 30.28 of the Village Code. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Sullivan. Nays: None. Absent: None. Abstain: Mueller. President Pro Tem Brennan declared the motion carried.

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD DECEMBER 7, 2021 – Motion was made by Trustee Mahoney, seconded by Trustee Sullivan, to approve the minutes of the Committee of the Whole meeting held on December 7, 2021. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #3 – RECEIVE AUDIT PRESENTATION FROM SIKICH, LLP. – Anthony Cervini of Sikich presented the FY21 audit. The Independent Auditors Report noted a clean unmodified opinion on the Village's financial statement.

A discussion was had on credit card statements. President Glotz noted all credit card purchases are listed on the Vendor Approval reports included in the Village Board meeting packets.

Item #4 – REVIEW MID-YEAR FISCAL YEAR 2022 BUDGET – Hannah Lipman, Assistant Village Manager/Interim Treasurer, and Brad Bettenhausen, Financial Consultant, presented the mid-year budget review. Topics covered included:

- FY22 General Overview
- Bond Issuance

- ARPA, FEMA & State Funds
- FY23 Budget Status and Requests

Trustee Brady noted the 120th Anniversary of the Fire Department and a celebration may be in order.

Trustee Galante asked if funds for the music plaza are still being allocated. Ms. Lipman replied yes.

Item #5 – CONSIDER AMENDING SECTION 31.105 OF CHAPTER 31 OF TITLE III OF THE TINLEY PARK MUNICIPAL CODE RELATIVE TO THE TREASURER – Ms. Lipman presented the code amendment. Per Title III Chapter 31 Section 105, the Treasurer currently reports to the Village Board. In practice, this position reports to the Village Manager, and Staff recommended amending the ordinance to properly reflect this in addition to language that permits the position title to also be reflected as Finance Director. The duties of the Village Treasurer are much more expansive than the statutory duties of a Treasurer, therefore, the title of Finance Director is more typical in the municipal realm. The recommendation is to also permit the Assistant Treasurer to be reflected as Assistant Finance Director.

Trustee Galante asked for clarification that this is a title change only; no duties are being modified. Ms. Lipman stated it is an update to the position title only.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend amending section 31.105 of Chapter 31, Title III of the Tinley Park Municipal Code relative to the Treasurer be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #6 – CONSIDER AMENDING SECTION 36.07 OF CHAPTER 36 OF TITLE III OF THE TINLEY PARK MUNICIPAL CODE RELATIVE TO AUTHORIZED DEPOSITORIES AND SIGNATORIES – Ms. Lipman presented the code amendment. The current signatory ordinance (Title III Chapter 36 Section 7) lists the Treasurer, Assistant Treasurer, Clerk, and Deputy Clerk as signatories. As the Village will be without a Treasurer and Assistant Treasurer, it prompted Ms. Lipman’s appointment to Interim Treasurer to ensure continuity of operations and internal controls, largely due to the signatory ordinance. While this is a unique scenario and it is not anticipated to occur again anytime soon, staff recommended adding the Village Manager as a signatory. It is not uncommon in other municipalities for the Village Manager to act as a signatory. The Village Attorney and the Village Auditor, Sikich, are comfortable with the recommendation and do not have any concerns about internal controls by adding the Village Manager.

Trustee Galante asked if the Village Manager will be signing contracts. Ms. Lipman stated only when necessary.

President Glotz stated he is not a signatory.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend amending Section 36.07 of Chapter 36 of Title III of the Tinley Park Municipal Code relative to Authorized Depositories and Signatories be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #7 – CONSIDER AMENDING THE ORDINANCE FOR PAY SCALES AND FRINGE BENEFITS ESTABLISHED FOR THE FISCAL YEAR ENDING APRIL 30, 2022 – Ms. Lipman highlighted some changes to the Pay Ordinance which include:

- Pursuant to Public Act 101-1001 and effective January 1, 2022, the Illinois minimum hourly wage will increase from \$11.00 per hour to \$12.00 per hour. Certain adjustments to the current pay plan for some

positions are required. The positions impacted by these changes are Probationary Fire Firefighter and Crossing Guard. There are no employees impacted by this change.

- In accordance with the recommended changes to the Village Code to rename the Treasurer position to Finance Director, it is recommended that the pay plan be updated for both the Treasurer and Assistant Treasurer positions to be renamed accordingly to Finance Director and Assistant Finance Director.

President Pro Tem Brennan asked if the Committee or the public had any comments. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend amending the Ordinance for Pay Scales and Fringe Benefits Established for the Fiscal Year Ending April 30, 2022, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #8 – CONSIDER AN EXCEPTION TO SECTION 2.11 OF THE PERSONNEL MANUAL (DUAL CAPACITY EMPLOYMENT) – Ms. Lipman presented the exception which will permit Emergency Management Agency member Robert Ackerman to hold a secondary position as a substitute bus driver for the Senior Bus Program.

Trustee Galante asked if both positions are part-time. Ms. Lipman replied yes.

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend an exception to Section 2.11 of the Personnel Manual (Dual Capacity Employment) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #9 – CONSIDER 2022 VILLAGE BOARD AND COMMITTEE OF THE WHOLE MEETING SCHEDULES – Laura Godette, Deputy Clerk, presented the 2022 meeting schedules. Committee of the Whole meetings will be held on the first and third Tuesdays of each month at 6:00 p.m. and regular Village Board meetings will be held on the first and third Tuesdays of each month beginning at 6:30 p.m.

President Pro Tem Brennan asked if the Committee or the public had any comments. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend the 2022 Village Board and Committee of the Whole meeting schedules be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #10 – CONSIDER A RENEWED COOK COUNTY ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 7320 DUVAN DRIVE (JOHN KACZMARSKI) – Kimberly Clarke, Community Development Director, presented the Class 8 request. The project will allow a long-time company to remain in Tinley Park but for the reclassification, the property owner will need to raise rent to offset the increased taxes that the current tenant cannot absorb. Duvan Drive continues to struggle with attracting businesses and overall investment into the properties due to the high taxes, outdated buildings, and proximity to Will County which can offer newer industrial buildings with lower taxes.

Mr. Kaczmariski owns multiple buildings on Duvan Drive and has proven to be a responsible and quality landlord. All of the buildings Mr. Kaczmariski owns are properly maintained and have had long-term tenants which speaks to him as a landlord.

The Economic and Commercial Commission (ECC) recommended this renewal of a Class 8 for approval by the Village Board at their December 21, 2021 meeting.

President Pro Tem Brennan asked if the Committee or the public had any comments. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend a renewed Cook County Assessment Classification 8 for property at 7320 Duvan Drive (John Kaczmariski) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #11 CONSIDER AN EXPANSION TO AN EXISTING GROUND LEASE AND PCS SITE AGREEMENT AT 183RD STREET & RIDGELAND AVENUE – POST 2

John Urbanski, Public Works Director, presented the contract which consists of an extension and expansion of an existing ground lease agreement with STC TWO LLC. STC TWO LLC currently owns a cellular tower on Village property at Post 2 (located off of 183rd and Ridgeland Ave.). The Village Attorney reviewed each of the proposed agreements and found them to be acceptable.

Highlights of the lease include, but are not limited to the following:

1. STC TWO LLC leases an additional 250 square feet adjacent to existing premises from the Village;
2. Tenant agrees to pay to Landlord an amount of thirty percent (30%) of the rental, license, or similar payments actually received by Tenant from such Future Subtenant.
3. Initial five (5) year term with extension options;
4. STC TWO LLC allows the Village to place an antenna on the tower at a discounted rate (via a separate agreement); and
5. Execution of the amended agreement generates an annual payment of \$27,000 to the Village.

President Pro Tem Brennan asked if the Committee or the public had any comments. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend an expansion to an existing Ground Lease and PCS Site Agreement at 183rd Street & Ridgeland Avenue – Post 2 be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #12 – CONSIDER ANNUAL MAINTENANCE CONTRACT RENEWAL FOR NETWORK HARDWARE AND SOFTWARE MAINTENANCE WITH MERIDIAN IT, INC.

– Anthony Ardolino, IT Manager presented the annual maintenance renewal of networking equipment. The Village has a variety of network devices including switches, routers, firewalls, and wireless access points. To receive support on the hardware and software the Village purchases annual maintenance on the devices.

To receive the lowest pricing three vendors were sent specifications regarding the devices and each submitted a quote for the annual maintenance. The lowest cost was \$31,708.77 provided by Meridian IT Inc.

President Pro Tem Brennan asked if the Committee or the public had any comments. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend the annual maintenance renewal of networking equipment be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #13 – RECEIVE COMMENTS FROM THE PUBLIC

President Glotz asked if there were any comments from the Public. There were none.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried and adjourned the meeting at 6:51 p.m.



Interoffice Memo

Date: December 27, 2021

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Colby Zemaitis, PE, CFM – Asst. Public Works Director

Subject: Contract Award LaGrange Road Sewer, Water Main Extension and Lift Station 20

Presented for January 4, 2022 Committee of the Whole/Village Board Meeting consideration and possible action:

Description: Project consists of the construction of a new lift station including grading, new access driveway, landscaping, approximately 600 lineal feet of 6” force main, 3200 lineal feet of 12” watermain, 2000 lineal feet of 15” sanitary sewer and other miscellaneous items of work.

Nine (9) bids were received and publicly read on December 22, 2021. A bid alternate was included and selected in order to construct the higher quality and cosmetically pleasing building that will match the previously constructed lift station buildings in the Village. The bid results are below and the bid tab is attached. The lowest, responsible bidder was Steve Spiess Construction, Inc. in the amount of \$2,012,169.60.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>	<u>Alternate Bid Total</u>
Steve Spiess Construction, Inc.	Frankfort, IL	\$1,943,599.60	\$2,012,169.60
Airy’s Inc.	Joliet, IL	\$1,990,000.00	\$2,079,132.00
Austin Tyler Construction, Inc.	Elwood, IL	\$2,052,639.30	\$2,129,639.30
M & J Underground	Monee, IL	\$2,257,137.00	\$2,324,163.24
D Construction	Coal City, IL	\$2,348,907.10	\$2,428,907.10
H. Linden & Sons	Plano, IL	\$2,793,920.00	\$2,768,920.00
Swallow Construction	Chicago, IL	\$2,800,780.00	\$2,853,330.00
Trine Construction Corp.	St Charles, IL	\$2,914,130.30	\$2,979,292.30
John Burns Construction Co.	Orland Park, IL	\$3,564,059.50	\$3,496,059.50
Engineer’s Estimate		\$2,790,000.00	

Budget / Finance: Funding is budgeted for in the FY22 Capital Improvement Budget.

Budget Available	\$2,500,000.00
Lowest Responsible Bidder	\$2,012,169.60
Contingency Amount	<u>\$387,830.40</u>
Difference (Under Budget)	\$100,000.00

Staff Direction Request:

1. Approve low bid and award the project to Steve Spiess Construction, Inc in the amount of \$2,012,169.60.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated December 22, 2021.





Interoffice Memo

Date: December 14, 2021

To: **Village Board**

Cc: Patrick Carr, Hannah Lipman

From: **Anthony Ardolino**

Subject: Purchase of Computers and Software for Police Department Vehicles

Presented for January 4, 2022 Committee of the Whole meeting discussion and action:

Description: Approve the purchase of twenty (20) laptops, five (5) year bumper-to-bumper warranty, 20 vehicle docking stations, and ten (10) instances of required 911 dispatch software.

Background: The Police utilize a pool of 38 laptops for their fleet of 65 vehicles. Several units in this pool are reaching end of useful life and their performance is below an acceptable standard. An RFP was released in June 2021 for the Fire department which provided a competitive comparison between 7 vendors and proposals. The laptop product Getac provided by the vendor Heartland Business Systems was chosen as the winning solution from this RFP based on cost, specifications and vendor's experience with similar projects.

All laptops used in police vehicles must also communicate with the 911 dispatch system software suite. This software provided by Central Square enables officers to receive via computer aided dispatch (CAD) the details of 911 calls, allows them to lookup information about individuals via the criminal justice information system, provides a terminal to enter information about calls for service and many other state required information.

This purchase of these laptops will expand the number available to a total of 48 units, a net gain of 10.

The Heartland Business Systems quote consists of 20 Getac S410 laptops with a 4G LTE cellular capability, 5 year bumper-to-bumper warranty, a Havis vehicle dock and the appropriate power cables.

The Central Square quote consists of the various software applications needed on the 10 net new laptops.

Police Department Systems (PDS) will install the new computer solution in all 20 of the vehicles. PDS is a local Tinley Park business and has previously installed fleet wide vehicle infrastructure with the Village and is a sole source provider of these services.

The following is a pricing breakdown of all equipment and software.

Description	Vendor	Unit Cost	Qty	Line Cost
Getac S410 Laptop	Heartland Business Systems	2,643.11	20	52,862.20
Havis S410 Docks	Heartland Business Systems	767.76	20	15,355.20
5 Year S410 Warranty	Heartland Business Systems	763.67	20	15,273.40
Vehicle Power Adapter	Heartland Business Systems	93.08	20	1,861.60
ONESolution MCT Client AVL License Fee	Central Square	100	10	1,000
ONESolution MCT Client-Digital Dispatch License Fee	Central Square	800	10	8,000
ONESolution MFR Client License Fee	Central Square	800	10	8,000
ONESolution MFR Client-Accident Reporting License Fee	Central Square	400	10	4,000
ONESolution MFR Client-Arrest License Fee	Central Square	300	10	3,000
ONESolution MFR Client-Daily Activity License Fee	Central Square	200	10	2,000
ONESolution MFR Client-Racial Profiling License Fee	Central Square	200	10	2,000
				113,352.40

Budget/Finance: Funding is budgeted and available in the approved FY22 budget via funds allocated for the Police Computer Replacement project and Capital Computer Equipment line items.

Staff Direction Request: Award the purchase of computers with five (5) year warranty and docking station equipment for Police vehicles to Heartland Business Systems with the cost of \$85,352.40 and award the purchase of OneSolution software to Central Square with the cost of \$28,000.

Attachments:

1. Best and final price offering from Heartland Business Systems
2. Best and final price offering from Central Square

Getac S410S G4 - Qty 20

Quote #263431 v4

Prepared For:

Village of Tinley Park
Anthony Ardolino
16250 S. Oak Park Ave
Tinley Park, IL 60477

P: (708) 444-5000
E: aardolino@tinleypark.org

Prepared By:

Chicago Illinois Office
Mike Carroll
5400 Patton Drive Suite 4B
Lisle, IL 60532

P: 608-444-7994
E: mcarroll@hbs.net

Date Issued:

12.28.2021

Expires:

01.28.2022

Getac S410 G4 w/Pass-through for external antenna		Price	Qty	Ext. Price
SP2QTAQASCXX	GETAC : S410G4 Basic -i5-1135G7, W/ Hello Webcam+ HF RFID, WIN10 Pro,16G, 256GB PCIe SSD (main storage), SR (Full HD LCD+TS+ Stylus),Membrane Backlit KBD, WIFI+BT+4G LTE (EM7511) w/ integrated GPS / Glonass+Passthu, Thunderbolt 4, HDMI, RJ45, 3YLimWty	\$2,643.11	20	\$52,862.20
GE-SVSRNFX5Y	Getac Bumper-to-Bumper - 5 Year Extended Warranty - Warranty - Maintenance - Parts & Labor - Physical Service	\$763.67	20	\$15,273.40
GAD2X8	Getac Vehicle Adapter - 12 V DC, 24 V DC Input	\$93.08	20	\$1,861.60
OHHGTC6193	Getac Docking Station - for Notebook - Docking	\$767.76	20	\$15,355.20
Subtotal				\$85,352.40

Quote Summary	Amount
Getac S410 G4 w/Pass-through for external antenna	\$85,352.40
Total:	\$85,352.40

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Chicago Illinois Office

Village of Tinley Park

Mike Carroll

Signature / Name

12/28/2021

Date

Signature / Name

Initials

Date



SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Tinley Park Police Department, IL (“Client”) and Superior, LLC, a CentralSquare Technologies company, as successor in interest to SunGard Public Sector Inc. (“Superior”) and shall be effective as of the date of the last signature herein.

Quote Number: Q-74931 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software

100% due upon execution of this Sales Order

Annual Maintenance

100% due one year upon contract execution

Payment due in full 30 days from date of invoice. Annual Maintenance is subject to a 5% annual increase.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Services Agreement; Contract No. 121284 dated and signed December 18th, 2012 (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide Superior with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to Superior shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superior in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

Superion, LLC	Tinley Park Police Department, IL
1000 Business Center Dr. Lake Mary, FL 32746	16250 S. Oak Park Avenue Tinley Park, IL 60477
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A
(Attached)

Quote #: Q-74931**Primary Quoted Solution:** ONESolution PS**Quote expires on:** December 31, 2021**Quote prepared for:**Anthony Ardolino
Tinley Park Police Department
16250 S. Oak Park Avenue
Tinley Park, IL 60477
708-532-9111

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution MCT Client AVL License License Fee	10	100.00	1,000.00
ONESolution MCT Client-Digital Dispatch License Fee	10	800.00	8,000.00
ONESolution MFR Client License Fee	10	800.00	8,000.00
ONESolution MFR Client-Accident Reporting License Fee	10	400.00	4,000.00
ONESolution MFR Client-Arrest License Fee	10	300.00	3,000.00
ONESolution MFR Client-Daily Activity License Fee	10	200.00	2,000.00
ONESolution MFR Client-Racial Profiling License Fee	10	200.00	2,000.00
		Software Total	28,000.00 USD

QUOTE SUMMARY

Software Subtotal	28,000.00 USD
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Quote Total **28,000.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	5,600.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Interoffice Memo

Date: December 22, 2021

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Purchase of Police in-vehicle printers

Presented for January 4, 2022 Committee of the Whole meeting discussion and action:

Description: Approve the purchase of 65 printers, five (5) year warranty, 65 powered mounting stations, 65 power car adapters, and various cables for connectivity.

Background: With the implementation of an electronic ticket system police need to provide citation information to violators in the field. This purchase will ensure all relevant police vehicles will be equipped with a printer capable of printing citation and other relevant information.

In order to receive lowest pricing three vendors were sent specifications regarding the devices and each submitted a quote. In addition an alternative printing make/model was also considered to ensure the selected solution was the most budget conscious.

The lowest cost was provided by CDS Office Technologies and was \$54,892.50

Budget/Finance: Funding is budgeted and available in the approved FY22 capital budget via funds allocated for the E-Ticket/Dacra Software project line items.

Staff Direction Request: Award the purchase of 65 printers, five (5) year warranty, 65 powered mounting stations, 65 power car adapters, and various cables for connectivity to CDS Office Technologies with the cost of \$54,892.50

Attachments:

1. Competitive quotes for in-car printer solution
2. Best and Final price offering from CDS Office Technologies



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)

Date Dec 14, 2021 05:19 PM CST
Modified Date Dec 15, 2021 04:32 PM CST
Quote # 493230 - rev 1 of 1
Description 65 x RJ4250WBL Brother RuggedJet printers
SalesRep Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact Persha, Darren dpersha@tinleypark.org

Customer
 Tinley Park Police
 Department (21674)
 Persha, Darren
 7850 W. 183rd Street
 Tinley Park, IL 60477
 United States
 (P) (708)444-5334

Bill To
 Tinley Park Police Department
 Accounts, Payable
 7850 W. 183rd Street
 Tinley Park, IL 60477
 United States

Ship To
 Village of Tinley Park
 Persha, Darren
 7850 W. 183rd Street
 Tinley Park, IL 60477
 United States
 (P) 708-4444-5334
 dpersha@tinleypark.org

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
Brother RJ4230 4" Rugged Printer					
1	Ultra-Rugged 4" Mobile Direct Thermal Printer w/ Battery, Belt Clip, USB, WiFi, BT4.2LE, Apple® MFi, NFC Includes: 2 Year Premier Warranty, Li-Ion Battery, Doc Set, Roll Holder Stop, Strain Relief Clip, Belt Clip & ZPL/CPCL	RJ4250WBL	65	\$535.00	\$34,775.00
2	Brother - 1-Year Premier Service Extension (3 years total) Comprehensive coverage protects the printer from all on the job accidents - Accidental damage to internal and external components that occur during normal use - 2 day turnaround repair time from receipt of the printer - Includes parts, labor & cleaning	207801-001	0	\$47.00	\$0.00
3	Brother - 3-Year Premier Service Extension (5 years total) Comprehensive coverage protects the printer from all on the job accidents - Accidental damage to internal and external components that occur during normal use - 2 day turnaround repair time from receipt of the printer - Includes parts, labor & cleaning	207803-001	65	\$130.00	\$8,450.00
Docking & Power					
4	Brother - Active Docking/Mounting Station with Power and USB Connectivity For RJ4200 Series	PA-CR-002A	65	\$138.00	\$8,970.00
5	Brother - Car Adapter - Wired - 14 Foot Length	LB3692	65	\$22.50	\$1,462.50
Accessories					
6	USB Adapter Cable - 10", 90deg USB-Mini 5B Male/USB-Mini Fem	LBX026	65	\$13.00	\$845.00
7	C2G Ultima USB cable - USB (M) to mini-USB Type B (M) - USB 2.0 - 10 ft - molded - charcoal gray	29652	65	\$6.00	\$390.00

Subtotal: \$54,892.50
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$54,892.50

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

QUOTE CONFIRMATION



DEAR ANTHONY ARDOLINO,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C6PNFV	12/21/2021	BROTHER PRINTERS	255628	\$56,991.35

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother RuggedJet RJ4250WBL Mobile Printer Mfg. Part#: RJ4250WBL UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	65	5155454	\$541.53	\$35,199.45
Brother Assure Premier Service - 3 years - additional Mfg. Part#: 207803-001 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	65	4769302	\$153.04	\$9,947.60
Brother Active Docking/Mounting Station with Power & USB Connectivity Mfg. Part#: PA-CR-002A Contract: National IPA Technology Solutions (2018011-01)	65	5901502	\$157.59	\$10,243.35
Brother LB3692 Car Adapter Mfg. Part#: LB3692 UNSPSC: 39121006 Contract: National IPA Technology Solutions (2018011-01)	65	1912881	\$24.63	\$1,600.95

PURCHASER BILLING INFO	SUBTOTAL	\$56,991.35
Billing Address: VILLAGE OF TINLEY PARK ACCOUNTS PAYABLE 16250 OAK PARK AVE TINLEY PARK, IL 60477-1600 Phone: (708) 532-7700 Payment Terms:	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$56,991.35
DELIVER TO	Please remit payments to:	
Shipping Address: VILLAGE OF TINLEY PARK ATTN:ANTHONY ARDOLINO 16250 S. OAK PARK AVE TINLEY PARK, IL 60477 Phone: (708) 532-7700 Shipping Method: NiteMoves Local Super-Saver	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



John Sachaschik

(866) 339-5849

johnsac@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Anthony Ardolino
 Organization: Village of Tinley Park
 Group: Technology
 Cart: 1661549996

Billing Information	Shipping Information
Billing Address: VILLAGE OF TINLEY PARK 16250 OAK S PARK AVE TINLEY PARK, IL 60477	Shipping Address: Anthony Ardolino Tinley Park 16250 OAK PARK AVE TINLEY PARK, IL 60477

	Product	Unit Price	Qty	Total
	Brother RuggedJet RJ4250WBL Mobile Printer In Stock Ships in 48 Hours Item#: 36169086 Mfg. Part#: RJ4250WBL	\$651.57	65	\$42,352.05
	Brother Brother 3Y Prem In Stock Virtual delivery Item#: 41158337 Mfg. Part#: 207803-001	\$149.00	65	\$9,685.00
	Brother RJ4200 Series Dock Station Limited Quantity Available Call for next available delivery Item#: 41192456 Mfg. Part#: PACR002A	\$158.39	65	\$10,295.35
	Brother 12V DC Car Adapter Charger, 14ft, for PocketJet 3 3 Plus In Stock Ships in 48 Hours Item#: 8156026 Mfg. Part#: LB3692	\$22.49	65	\$1,461.85

Subtotal:	\$63,794.25
Shipping & Handling: Best Way - Ground	\$0.00
Tax:	\$0.00
Total:	\$63,794.25

1201 Wiley Road, Suite 120, Schaumburg, IL 60173
 t. 847-995-1010 f. 847-413-1730

Quote #: Q-00014227

Quote Date: 1-10-2020

Valid Through: 02-09-2020

Due to tariff uncertainties, prices are subject to change.

Sales Rep: Dave Huntington
 O: (847) 699-2231
 M: (847) 373-3437
 dhuntington@smg3.com

Quoted To:
 Village of Tinley Park Illinois
 Attn: Stan Tencza
 7850 W 183rd Street
 Tinley Park, IL 60477

Shipped To:
 Village of Tinley Park Illinois
 Attn: Stan Tencza
 7850 W 183rd Street
 Tinley Park, IL 60477

Line #	Product Image	Description	Price/ Each	Qty	Extended Price
1		Zebra ZQ520 Mobile Printer	\$ 521.25*	65	\$ 33,881.25*
2		Zebra Battery Eliminator Vehicle Cradle	\$ 145.99*	65	\$ 9,489.35*
3		Zebra Battery Eliminator Power Supply	\$ 88.55*	65	\$ 5,755.75*

1201 Wiley Road, Suite 120, Schaumburg, IL 60173
t. 847-995-1010 f. 847-413-1730

4		Zebra USB Cable with Twist Lock	\$ 14.39*	65	\$ 935.35*
5		Zebra ZQ520 Wall-Mount or Tabletop Charging Cradle	\$ 87.50*	3	\$ 262.50*
6		Zebra AC Power Adapter for ZQ520 Charging Cradle	\$ 45.00*	3	\$ 135.00*
7		Zebra 4" X 81' Z-Select 4000D 3.2 mil Receipt/Ticket Rolls with 25-Year Archivability, Sold and Priced 36 Rolls/Case** (210 Cases Per Pallet)	\$ 90.99*	TBD	TBD
8		Zebra 4" X 100' Z-Perform 1000D 2.4 mil Receipt/Ticket Rolls with 10-Year Archivability, Sold and priced 36 Rolls/Case** (90 Cases Per Pallet)	\$ 55.50*	TBD	TBD
9		3-Year Zebra ZQ520 OneCare Essential Depot Service with a 3-Day Turnaround Time and Comprehensive Coverage	\$ 142.50*	65	\$ 9,262.50*
				Shipping	TBD
				Tax	N/A
				Subtotal	TBD

*The above pricing is preliminary based on the assumption these products and services will not be acquired until the Village of Tinley Park's new fiscal year begins on May 1, 2020. Based on the delayed Purchase, prices are subject to change.

1201 Wiley Road, Suite 120, Schaumburg, IL 60173
t. 847-995-1010 f. 847-413-1730

Terms & Conditions

General Terms of Agreement

The standard Terms and Conditions of sale contained herein, govern the sale of products purchased here under and prevail over any conflicting or inconsistent terms and conditions on any purchase order submitted by Buyer. The terms and conditions contained herein constitute the entire agreement between the Buyer and Strategic Mobility, LLC. ("Seller") and may only be amended in writing and signed by both the Buyer and Seller. Buyer agrees to all terms and conditions by accepting delivery of the products and/or services. Any claims for shortages must be made within five business days of the delivery date.

Payment Terms; Taxes; Freight and Fees

Invoices are due and payable in U.S. dollars within 30 days of the date of invoice. Sales tax within the United States is determined by the ship-to location. For shipments outside of the United States, the Buyer is responsible for all customs duties, VAT, and other local taxes. The terms of delivery are FOB Seller's warehouse unless stated otherwise on the invoice. Seller will charge a \$25.00 service charge for any check or draft returned unpaid. Late payments are subject to the lesser of a 2% monthly interest charge or the maximum amount permitted by applicable law. In the event of non-payment more than 60 days beyond terms, the Buyer will be responsible for all of the Seller's costs of collection, court costs, filing fees, and reasonable attorney's fees.

Processing and Handling Fees

All shipping charges will be invoiced for ground shipping unless otherwise authorized by Buyer. All shipments will be insured for their value. If shipping is being handled by Client, it is Client's responsibility to insure shipment. SMG3 will not be responsible for any damage or lost merchandise if not insured by SMG3. If paying by credit card, a processing fee will be charged determined by the credit card used. Mastercard and Visa credit cards will be charged a 3% processing fee, while American Express cards will be charged a 3.4% processing fee.

Return Merchandise Authorization Policy (RMA)

All returns must be authorized by Seller's issuance of a return merchandise authorization (RMA) number. Returned items will only be accepted within 30 calendar days of the original date of shipment. All products must be returned 100% complete in the original packaging. Incomplete returns are subject to a reboxing fee (billed separately) or refusal of return.

Please ship returns "freight prepaid" and reference the RMA number on the mailing label. Returns may be subject to a 20% restocking fee. **Software, customized hardware, labels, ribbons, and other forms of media are non-returnable.** Returns received after the 30 days or without a valid RMA number may be refused and/or returned to the Buyer. Buyer may be billed and liable for return freight charges. Buyer agrees to pay Seller for labor, transportation, or parts necessary to repair returned merchandise damaged at the buyer's risk by events such as flood, fire, abuse, accident, neglect, power surge, or use of accessories not conforming to the manufacture's published specifications. Equipment sold in AS-IS condition is **non-returnable**. Seller makes no warranty or representation as to equipment sold AS-IS. AS-IS equipment is neither tested electronically nor mechanically, nor cleaned, nor refurbished.

Dispute Procedure

Buyer and Seller agree that any disputes in connection with this sale shall be brought to a court site in Cook County, Illinois. The Seller and Buyer agree that Illinois law shall apply.

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t. 847-995-1010 f. 847-413-1730

Disclaimer of Warranties

Unless otherwise marked or noted, all products are new, sold in shrink wrap or original manufacturer's packaging, and carry a manufacturer's standard warranty. Other than the right to transfer title of the product to Buyer, Seller makes no warranties of any kind. Other than as expressly set forth in the writing in this agreement, Seller makes no express or implied warranties to Buyer, and Seller specifically disclaims all implied warranties including, but not limited to, the implied warranty of merchantability, any implied warranty against infringement, the implied warranty of fitness for a particular purpose and/or for incidental or consequential damages. Unless otherwise stated in writing, Buyer's sole remedy for a defective product shall be to contact the manufacturer of the product and comply with the manufacturer's warranty provisions. Purchaser shall have no remedies of any kind against Seller for products marked "AS-IS" or sold as limited quantities, damaged, or discontinued.

Security Interest

Seller is a dealer of goods and is, by executing this quote, agreeing to provide purchase money financing. Purchaser hereby grants a purchase money security interest in the goods until the price has been paid in full, and Seller shall have all of the remedies available to it as a secured party under Article 9 of the Uniform Commercial Code. Buyer authorizes Seller to file all appropriate financing statements or other filings with any governmental office Seller deems necessary to perfect its security interest. Buyer agrees to execute such documents or take such acts as requested by Seller to confirm this interest, failing which, Buyer appoints Seller's then president or other officer to take such acts or execute such documents, such appointment being coupled with an interest and irrevocable.

No Services and Consulting

All services and consulting by Seller shall be pursuant to a separate agreement between the parties. This quote is not a commitment by either party for the engagement of such services.

Limitation of Liability

In no event will Seller, its subsidiaries, associated companies, or officers, directors, or employees be liable to Buyer, regardless of the form of claim or action, in an amount that exceeds the total purchase price paid to Seller by Buyer related to the sold product. In no event will Seller, its subsidiaries, associated companies, or officers, directors, or employees be liable to Buyer for special, consequential, exemplary, incidental, or indirect damages or costs, or loss of goodwill or profit in connection with the supply, use or performance of, or inability to use the products or services of Seller or in connection with any claim arising from this agreement, even if Seller, its subsidiaries, its associated companies, or Seller's licensors have been advised of the possibility of such damages or costs.

Limitation of Remedy

Buyer's sole and exclusive remedy in the event of a breach by Seller shall be the repair or replacement of the product or service.

Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.



Interoffice Memo

Date: December 22, 2021

To: **Village Board**

Cc: Patrick Carr, Hannah Lipman

From: **Anthony Ardolino**

Subject: Enter into agreement with DACRA Tech LLC and Violations Payment.com LLC for electronic ticket solution with web payment.

Presented for January 4, 2022 Committee of the Whole meeting discussion and action:

Description: Enter into an agreement with DACRA Tech LLC and Violations Payment.com LLC for electronic ticket solution with web payment.

Background: The Police currently handwrite moving violation tickets on paper. Copies of the ticket are provided to the violator and the appropriate police records staff. The records staff manually enter in the violation information into our court system which will then produce a docket for adjudication (if applicable). Payments for all violations require physically visiting a Village facility.

The current process is inefficient, susceptible to human error, inconvenient for customers and unable to be governed by strict data standards.

Dacra Tech solution will allow the officer to enter in the violation data on their laptop then print this information via an in-car printer. The Dacra solution will replace our adjudication software and will significantly reduce any work effort from the police records staff since the information will automatically be populated via the officer's entry made in the field.

While customers can still pay their violation in-person at a Village facility the agreement with Violations Payment.com LLC will provide a website where violation payments can be paid. If a customer pays online they will be charged a convenience fee. Payments made via the web are subject to a transaction fee of 1.77%, this is not passed on to the customer.

The implementation cost of \$15,000 includes staff training and an interface to push financial data into our ERP system electronically. The ongoing cost of \$2,000/month includes an allowance for 600 citations, maintenance costs and hosting fees. The cost for each ticket above the 600 allowance is \$3.00 per citation.

Budget/Finance: Funding is budgeted and available in the approved FY22 capital budget via funds allocated for the E-Ticket project line item.

Staff Direction Request: Enter into an agreement with Dacra LLC for an e-ticket solution with the cost of \$39,000. Enter into an agreement with Violations Payment.com LLC to provide a web portal for online payments for Dacra e-ticket violations.

Attachments:

1. Software service license agreement with Dacra LLC
2. Agreement for web-based payment services with Violations Payment.com LLC





Village of Tinley Park
DACRA Tech's MUNICIPAL ENFORCEMENT SERVICE
Software Service License Agreement

This Software Service License Agreement is dated December 15, 2021 and shall be effective on the date this Agreement is executed (the “**Effective Date**”) by and between DACRA Tech LLC (“**DACRA**”), 10275 W. Higgins Rd, Suite 490, Rosemont, IL 60018, and the Village of Tinley Park (“**Tinley Park**” or “**Municipality**”), 16250 S. Oak Park Ave, Tinley Park, IL 60477, to access the DACRA Tech Municipal Enforcement System (the “**Service**”) under the following terms and conditions, (the “**Agreement**”).

1. Incorporation of Recitals: The foregoing recitals are herein incorporated herein in this paragraph as if set forth herein in their entirety.

2. Set-Up, Configuration, Training, Updates and Ongoing Support Fee:
 In exchange for the set-up and configuration of the Service, staff training, updates and ongoing support services, Municipality shall pay a fee of \$10,000.

3. Monthly Service Fee - Price Locked During Initial Term:
 Upon execution of this contract, and in exchange for the licensed use of the Service, Municipality will be billed a Monthly Service Fee calculated by totaling the Base Monthly Licensing Fee and the Per Citation Fee for citations issued that month as follows:

Base Monthly Licensing Fee	\$2,000.00
Per Citation Fee:	
First 600 Adjudication / Warning / State / Tow Receipt Citations Issued That Month	Included
Each Additional Adjudication / Warning / State / Tow Receipt Citation Issued That Month in Excess of 600	\$3.00

4. API/Interface Set-Up, Configuration Fee(s):

- a. Web-Pay Interface: The DACRA web-pay interface that will transfer citation data, fine amounts, and transaction information to Violations Payment.com LLC (“VPCI”) is included pursuant to the requirements of the separate agreement between Municipality and VPCI.
- b. Collection’s interface: The DACRA interface that will transfer data to Municipal Collection Services LLC shall be included at no additional fee.

5. Additional Services (Optional):

- a. Finance/ ERP Interface: The fee for configuring and set-up of the DACRA API interface to push citation financial data from DACRA to Tyler Eden is \$5,000. For clarification, the interface will be a daily export of payments received and recorded in the Service.

b. LEADS Interface: The fee for development, configuration and set-up of the DACRA LEADS interface that will import LEADS data from Municipality's LEADS provider (Central Square – One Solution) shall be determined after review of the scope. Notwithstanding the forgoing, Municipality shall "cut & paste" for the transfer of the data into the Service. DACRA staff will assist in establishment of the workflow and the training of the various users. However, DACRA cannot guarantee that this method will work during the Term.

6. Term:

The Initial Term of this Agreement shall be one (1) year and shall commence upon the Effective Date. After the Initial Term, the Agreement shall automatically renew in successive periods of one (1) year each, unless either party serves written notice to the other 90 days prior to the end of the relevant Term then in effect. All terms and conditions shall remain unchanged during the renewal term(s) except that the Service Fee, as outlined herein, shall increase 4.5% for each renewal term. (The Initial Term and any successive renewal terms shall collectively be referred to as the "Term")

7. Software License Agreement Terms and Conditions:

This Agreement incorporates the additional Software Service License Agreement Terms and Conditions set forth following the mutual execution page as if set forth herein in this Agreement in their entirety.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

{The remainder of this page intentionally left blank}

IN WITNESS WHEREOF, the Parties have signed this Agreement, as of the date written below.

Village of Tinley Park:

By: _____

Print Name: _____

Title: _____

Date: _____

DACRA Tech LLC:

By:  _____

Print Name: Robert Schur

Title: Chief Executive Officer

Date: December 23, 2021 _____

DACRA Tech MUNICIPAL ENFORCEMENT SERVICE
Software Service License Agreement Terms and Conditions

A. Agreement Definitions

“Municipality” and “You” and “Your” refers to the entity that has executed this Agreement. Software as a service consists of system administration, system management, and system monitoring activities that DACRA performs for its Municipal Enforcement System (collectively, the “Services”). The term “Program Documentation” refers to materials provided by DACRA as part of the Services. The term “Adjudication System” refers to the software products owned or distributed by DACRA to which DACRA grants You access as part of the Services. The term “Users” shall mean those individuals authorized by You or on Your behalf to use the Services.

B. Rights Granted

Upon mutual execution of this Agreement, You have the nonexclusive, non-assignable, royalty free, worldwide limited license (the “License”) to use the Services during the Term solely for Your municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement (the “Purpose”). You may allow Your Users to use the Services solely for this Purpose and You are responsible for Your Users’ compliance with the Agreement. You acknowledge that DACRA has no delivery obligation and will not ship copies of the software that runs the Service to You as part of the Services. You agree that You do not acquire under the Agreement any right to use the Service beyond the scope or the duration of the Term of this Agreement. Upon the end of the Term, Your right and License to access and/or use the Services shall terminate.

C. Third-Party Agreements

It may be necessary for You to enter into additional contracts at Your expense, with third-party vendors in order to use and/or maximize some of DACRA’s features such as the Municipality’s online payment processor or the Municipality’s CAD System. DACRA has no control and is not liable with respect to the services provided to You by third-party vendors and any price increases from such third-party vendors shall be Your responsibility.

D. Your Data

You retain all ownership in and to Your Data. The term “Your Data” refers to the all citation and hearing data collected on behalf of You with respect to the Services. As part of DACRA’s Services, reciprocal access to Your Data is provided to authorized DACRA users in other municipalities, in return for allowing Your authorized Users to access similar data in such participating municipalities. You may opt out of this reciprocal data sharing arrangement by providing written notice to DACRA. Upon termination of the Agreement, and upon Your written request, DACRA will provide You an electronic copy of Your Data within sixty days after the effective date of termination.

E. DACRA’s Intellectual Property

DACRA or its licensors retain all ownership and Intellectual Property Rights to the Services and to its Service. DACRA retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement,

including any future developments thereof, regardless of whether You, or any of Your employees or agents, had any input or in any way assisted in any such new development. You may not:

- Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted by DACRA;
- Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any of the Program Materials, except for the use of Your authorized Users; and,
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “Intellectual Property Rights” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”, through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or The Defend Trade Secrets Act of 2016.

Further Assurances. You further agree at any time in the future and upon request by DACA, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph E including, without limitation, any Assignment to DACRA or waiver by You of Intellectual Property Rights.

F. Pricing and Billing

After the expiration of the Initial Term, DACRA reserves the right once per year during each year of the Term to increase the Monthly Service fee by such other amount as may be specified by DACRA in a written notice should DACRA determine that the scope of the Agreement has changed. You agree to remit full payment of DACRA’s invoices within fourteen (14) days of receipt. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DACRA must pay based on the Services, except for taxes based on DACRA’s income. For any partial month during the Term, the Base Monthly Licensing Fee shall be prorated based on the number of days that the Services were provided for such month. DACRA may audit Your use of the Services. You agree to cooperate with DACRA’s audit and provide reasonable assistance and access to information.

G. Termination

DACRA may immediately suspend Your License and Your password, account, and access to or use of the Services (i) if You fail to pay any sums due DACRA under the Agreement within ten days after written notice from DACRA of the payment default, or (ii) if You violate any other provision of this Agreement and you do not cure said default within thirty days after written notice from DACRA. Regardless of the reason for the termination of this Agreement, you agree to pay all fees due DACRA hereunder.

H. Limitation of Liability

DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT DACRA WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT DACRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DACRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IN THE EVENT THERE IS A SERVICE INTERRUPTION WHICH LASTS MORE THAN 24 HOURS DUE TO THE FAULT OF DACRA, DACRA WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY SERVICE FEE FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO DACRA, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND DACRA'S SOLE LIABILITY, FOR ANY BREACHES OF THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (THE "LIMITATION OF LIABILITY"). ANY DAMAGE AWARDED IN YOUR FAVOR AGAINST DACRA SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. PRIOR TO TAKING ANY LEGAL ACTION ARISING UNDER IN WHOLE OR PART UNDER THE TERMS OF THE AGREEMENT, YOU HEREBY AGREE TO PROVIDE DACRA WITH NOT LESS THAN 60 DAYS ADVANCE WRITTEN AND AGREE TO MAKE BEST EFFORTS TO RESOLVE SAID DISPUTE OR CLAIM PRIOR TO FILING FORMAL LEGAL ACTION IN THE CONTEXT OF ARBITRATION OR OTHERWISE.

No Personal Liability. No advisor, trustee, director, officer, partner, member, manager, employee, beneficiary, shareholder, participant, attorney, or agent of DACRA shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. You hereby agree to look solely to DACRA in connection with any actual or potential claim arising in whole or in part out of or in any manner relating in whole or in part to the Services and/or this Agreement.

I. Other

1. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

2. DACRA may assign this Agreement by providing written notice of the assignee who will

assume DACRA's obligations under this Agreement. You may not assign this Agreement without DACRA's prior written consent.

3. You shall obtain at Your sole expense any rights and consents from third-parties necessary for DACRA and its subcontractors to perform the Services under the Agreement.

4. This agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois without regard to the State's choice of law provisions. Any dispute under this Agreement shall be resolved exclusively in the Circuit Court of Cook County, Illinois as the sole and exclusive jurisdiction and venue. The prevailing party in such litigation shall be permitted to collect reasonably attorney's fees and court costs from the non-prevailing party.

5. Except for actions for nonpayment or breach of DACRA's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

6. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

7. You agree that DACRA may identify You as a recipient of Services in sales presentations and marketing materials.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

9. You agree that this Agreement is the complete agreement for the services ordered by You, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. This Agreement may not be modified in any way except in writing signed by authorized representatives of You and DACRA.



AGREEMENT FOR WEB-BASED PAYMENT SERVICES Village of Tinley Park

This Agreement is dated this 22nd day of December 2021, and shall be effective on the date this Agreement is executed (the “**Effective Date**”) by and between Violations Payment.Com LLC (“**VPCI**”), a Delaware limited liability company, and the Village of Tinley Park (“**Municipality**”), an Illinois municipal corporation.

WHEREAS, the Municipality has adopted an administrative adjudication system for enforcement of certain of its ordinances; and

WHEREAS, the Municipality licenses software to operate its administrative adjudication system from DACRA Tech LLC (“**DACRA**”); and

WHEREAS, prior to, or upon conclusion of the administrative adjudication process, fines are owed and/or paid, by certain violators, to the Municipality; and

WHEREAS, the Municipality is desirous of facilitating the payment of these fines online by violators; and

WHEREAS, VPCI operates a website for the purpose of allowing credit card payment of fines by violators over the internet; and

WHEREAS, the Municipality wishes to make use of VPCI’s website for payment of fines by violators as originated pursuant to the separate DACRA agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereby agree as follows.

1. Provided that the Municipality provides access to its information systems, within 10 days after execution and delivery of this Agreement to VPCI, VPCI will configure its website so that violators may pay fines or other fees owed to the Municipality, as generated pursuant to the DACRA agreement by credit card, at that website. During the time that this Agreement and any extensions thereof are in effect, the Municipality agrees to maintain on its website, a link to the VPCI website used for payment of fines and other fees.

2. VPCI has entered into a Merchant Services Agreement with Chase Bank (Chase Merchant Services) to process any credit card payments which are made at the website. The website will accept payment by VISA, Discover and MasterCard, but continued acceptance of those, or other credit cards, during the term of this Agreement shall be subject to the sole discretion of VPCI; as is any decision by VPCI to change processing banks.

3. The transaction fee charged by Chase, or any other processing bank, which at the outset is 1.77% of the amount paid, shall be deducted from the Municipality's share of any amount paid at the website. Any such transaction charges, as well as other charges such as chargeback actions by the card holder, will be adjusted, as necessary, for increases or decreases by the processing bank. Notice of any such changes will be given to the Municipality prior to implementation, provided that sufficient notice is received from the processing bank.

4. It is agreed and understood that VPCI will charge a convenience fee to any person making payment at the website, and any such fees will be retained by VPCI in consideration of maintaining the website.

5. The term of this Agreement shall be for a period of one year from the date first written above (the "**Initial Term**"). Unless either party gives written notice of termination to the other at least 60 days prior to the expiration of the initial term or any extended term, then this Agreement shall remain in full force and effect for additional one-year terms (each a "**Renewal Term**" and collectively the "**Renewal Terms**"). The Initial Term and all Renewal Terms shall collectively be referred to as the "**Term**").

6. Payment of amounts due to the Municipality will be made at least monthly from the account established by VPCI at the credit card payment processing bank. It is the responsibility of the Municipality to provide VPCI with accurate and current wiring or electronic payment instructions for the payments to be made to the Municipality.

7. The Municipality agrees to hold VPCI harmless from any and all claims due to the acts or omissions of third parties related to the processing and payment of amounts due to the Municipality from credit card payments made through the website.

8. While VPCI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of VPCI. The Municipality agrees that VPCI shall have no liability for downtime of the website unless caused by VPCI's own willful conduct.

9. Any notice which any party may desire or may be required to give to any other party shall be in writing and shall be delivered (a) personally, (b) via facsimile, (c) sent by United States registered or certified mail, return receipt requested, or (d) sent by overnight express courier, postage prepaid, and the same shall be effective upon (e) receipt if delivered personally (or upon refusal of acceptance if personal delivery is attempted), (f) transmission if delivered via facsimile; provided () that an electronic confirmation of such transmission evidences delivery prior to 5:00 p.m. Central time on a business day (ii) and the original notice is sent by mail the next business day, otherwise such notice shall be effective the next business day, or (iii) two (2) business days after deposit in the mails, if mailed, or (iv) one (1) business day after deposit with an overnight express

courier. All notices, demands and other communications must be addressed to a party at its address set forth below or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to VPCI, to:
Violations Payment.com LLC
10275 W. Higgins Rd., Suite 490
Rosemont, IL 60018
Attn: General Counsel
Email:
Bobby.Schur@DACRATEch.com

If to the Municipality:
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Attention:

Email:

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date written below.

Village of Tinley Park

Violations Payment.Com LLC



Name: _____

Robert L. Schur

Its: _____

Its: Chief Executive Officer

Date: _____

Date: **December 23, 2021**



Interoffice Memo

Date: December 27, 2021

To: **Village Board**

Cc: Patrick Carr, Hannah Lipman

From: **Anthony Ardolino**

Subject: Enter into agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

Presented for January 4, 2022 Committee of the Whole meeting discussion and action:

Description: Enter into an agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

Background: With the planned implementation of electronic ticketing through Dacra the Village will have the ability to integrate a collections service with the new application.

This agreement will allow Municipal Collection Services to electronically receive information from our e-ticketing solution regarding unpaid fines for municipal violations which have been properly issued and processed through our adjudication system.

The term of the contract is 36 months. Municipal Collection Services will take 28% of the balance of the amount collected on each debt.

Budget/Finance: There is no cost to the Village to enter into this agreement, Municipal Collection Services receives 28% of the balance of the amount collected on each debt.

Staff Direction Request: Enter into an agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

Attachments:

1. Agreement for Collection Services between Village of Tinley Park and Municipal Collection Services LLC.



Agreement for Collection Services between
Village of Tinley Park
and
Municipal Collection Services LLC

This AGREEMENT made this **22nd December 2021** and shall be effective on the date this Agreement is executed (the “**Effective Date**”), by and between **Municipal Collection Services LLC**, a Delaware limited liability company (hereinafter referred to as “**MCSI**”), and the **Village of Tinley Park** an Illinois Municipal Corporation, 16250 S. Oak Park Ave, Tinley Park, IL 60477 (hereinafter referred to as the “**Municipality**”).

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, the Municipality wishes to list certain debts owed to the Municipality with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the Municipality in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

1.01 The Municipality agrees that all of its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where “determination orders” or “findings, decisions, and orders” have been entered by the Municipality, will be listed for collection with MCSI. The Municipality may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as “**DEBT**” or “**DEBTS**”.

1.02 The Municipality agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.

1.03 All DEBTS will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, the Municipality will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. The Municipality and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to the Municipality, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to the Municipality's administrative adjudication database. The Municipality hereby agrees to allow MCSI such access, subject to reasonable security measures.

2.00 COLLECTION OF DEBTS

2.01 MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.

2.02 MCSI may pursue court action to obtain/perfect civil judgments upon agreement with Municipality based on the collective judgment and that such actions are advisable and may aid in the collection of the DEBTS. The Municipality will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action. In the event that MCSI incurs any costs, including but not limited to court fees & legal fees ("**Court Action Fees**"), the Court Action Fees shall be reimbursed from the first monies collected and then the relevant fees, as outlined herein, shall be applied. In the event that the legal action does not result in any monies collected, in the sole discretion of MCSI, Municipality shall reimburse MCSI for all Court Action Fees. Notwithstanding anything to the contrary, Court Action Fees shall not include internal MCSI staff time.

2.03 In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to the Municipality of MCSI's intention to do so.

2.04 If requested by the Municipality, and in its efforts to collect DEBTS, MCSI will assist the Municipality in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

3.01 No fees will be payable to MCSI by the Municipality until such time as any money is collected on DEBT.

3.02 At such time as any money is collected, MCSI shall be paid as follows:

3.02.1 MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.

3.02.2 Twenty-eight percent (28%) of the balance of the amount collected on each DEBT that is not a redlight camera debt.

3.02.3 MCSI's fee for any services relating to the collection of debts arising from automatic violation issuing systems ("**RedLight Camera Tickets**") MCSI's fee shall be thirty-five percent (35%) of the amount collected.

4.00 COLLECTION AND PAYMENT

4.01 MCSI shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole direction, to return any DEBT to the Municipality. Any inquiries received by the Municipality concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.

4.02 MCSI will deposit any money collected in a separate segregated funds bank account established for that purpose.

4.03 After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to the Municipality, its share of any amounts collected. Remittance to the Municipality will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

4.04 In the event that any funds are paid to, or collected by the Municipality on any DEBTS, the Municipality will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to the Municipality under Section 4.03.

5.00 SETTLEMENT OF DEBTS

5.01 the Municipality hereby authorizes MCSI to compromise or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and the Municipality.

5.02 Should the Municipality desire to engage in an amnesty campaign, MCSI, at the request of the Municipality, shall assist with the program and shall provide to the Municipality a summary of costs (letter / postcard mailing, etc.) for the amnesty program to be paid by the Municipality. MCSI shall only be entitled to the compensation based on the amount collected.

5.03 Should the Municipality make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

6.01 MCSI agrees to indemnify and hold the Municipality harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of the Municipality, its officers, agents, servants or employees.

6.02 Further, THE MUNICIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to the Municipality, that has not been discharged in bankruptcy. The Municipality also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by the Municipality. In addition to the indemnities listed above, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

7.00 TERM

7.01 The term of this Agreement is for a period of 36 months from the date first written above ("**Initial Period**"). However, this Agreement shall continue, under the same terms and conditions, for additional periods of 12 months ("**Extension Period(s)**") unless either party gives written notice to the other, at least 90 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period. (The Initial Period and all Extensions Period(s) shall collectively be referred to as the "**Term**").

7.02 Notwithstanding a notice of termination given by either party, the Municipality's obligation to list DEBTS with MCSI for collection shall continue until the termination of this Agreement.

7.03 In the event of termination of this Agreement by either party, MCSI shall retain its exclusive right to collect any DEBTS listed prior to the end of this Agreement, until such time as it elects to return any such DEBTS to the Municipality, as provided under the terms of this


This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

Village of Tinley Park

MUNICIPAL COLLECTION SERVICES LLC

By: _____

By:  _____

Name: _____

Name: Robert L. Schur

Its: _____

Its: Chief Executive Officer

Date: _____

Date: December 23, 2021

PUBLIC COMMENT