
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-002

**A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND
ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN
THE AMOUNT OF \$39,000.**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2022-R-002

A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered agreements with DACRA Tech LLC and Violations Payment.com LLC (VPCI), a true and correct copy of such Agreements being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreements be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreements" be entered into and executed by said Village of Tinley Park, with said Agreements to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreements.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

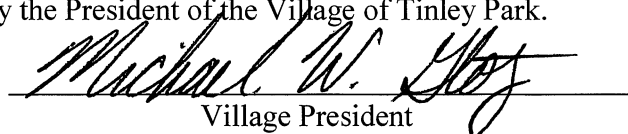
ADOPTED this 4th day of January, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller Sullivan

NAYS: None

ABSENT: None

APPROVED this 4th day of January, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

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.

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

Village of Tinley Park:

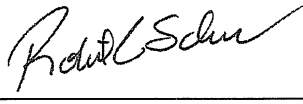
By: 

Print Name: Michael W Glotz

Title: Village President

Date: January 4, 2022

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 DACRA, 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

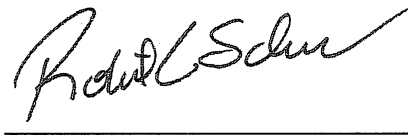
Attention:
IT Manager

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: Michael W Glotz

Robert L. Schur

Its: Village President

Its: Chief Executive Officer

Date: Janauary 4, 2022

Date: December 23, 2021

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-002, "A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of January, 2022.


VILLAGE CLERK