



AGENDA ITEM EXECUTIVE SUMMARY

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|---|---|--|--|
| Agenda Item: | Request for the City Council to approve Resolution No. 2018-53 authorizing the City Administrator to negotiate and enter into an agreement with IT-Stability Systems LL (DACRA) to implement an administrative adjudication and e-citation system for parking, local ordinance, and traffic enforcement, subject to final legal review and approval | | |
| Presenter & Title: | Brian Maduzia, Police Commander | | |
| Date: | June 11, 2018 | | |
| <i>Please Check Appropriate Box:</i> | | | |
| <input checked="" type="checkbox"/> | Committee of the Whole Meeting | | Special Committee of the Whole Meeting |
| <input checked="" type="checkbox"/> | City Council Meeting | | Special City Council Meeting |
| <input type="checkbox"/> | Public Hearing | | Other - |
| Estimated Cost: \$42,000.00 over the two years of the contract | | | |
| | Budgeted? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If NO, please explain how the item will be funded:</i> | | | |
| Executive Summary: | | | |
| <p>The City of Geneva Police Department's current parking system software is outdated, no longer supported by the original developer, a DOS based program that has been converted to work in Microsoft Windows, not designed to address current and emerging information security risks, and no longer meets the needs of the Geneva Police Department.</p> <p>The software system from IT-Stability Systems (DACRA) will combine three separate record keeping systems into one, continually address current and emerging information security risks, increase officer efficiency and accuracy, and streamline three separate enforcement and adjudication processes for the City of Geneva.</p> | | | |
| Attachments: <i>(please list)</i> | | | |
| <ul style="list-style-type: none"> • Resolution No. 2018-53 • DACRA Municipal Enforcement Software Proposal | | | |
| Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i> | | | |
| <p>We request the City Council to review and approve Resolution No. 2018-53 as presented and allow the City Administrator to negotiate and enter into an agreement similar to the attached Municipal Enforcement Software Proposal from DACRA, powered by IT-Stability LLC, pending final legal review and approval.</p> | | | |

**CITY OF GENEVA
RESOLUTION NO. 2018-53**

**RESOLUTION AUTHORIZING THE CITY OF GENEVA'S ADMINISTRATOR TO NEGOTIATE AND
ENTER INTO AN AGREEMENT WITH IT-STABILITY SYSTEMS LLC (DACRA) TO IMPLEMENT AN
ADMINISTRATIVE ADJUDICATION AND E-CITATION SYSTEM FOR PARKING, LOCAL
ORDINANCE, AND TRAFFIC ENFORCEMENT**

PREAMBLE

As authorized by the Illinois Municipal Code, the City of Geneva ("**City**") may: (i) adopt ordinances regulating parking, traffic, and other matters within the City; (ii) issue citations for violations of these ordinances; (iii) adjudicate violations of these ordinances; and (iv) impose and enforce penalties for violations of these ordinances.

The current citation, adjudication, and enforcement software used by the City's Police Department is outdated, no longer supported by the developer, DOS based and converted to work in Microsoft Windows, may not be designed to address current and emerging information security risks, and no longer meets the needs of the City's Police Department. Due to the limitations of the current citation, adjudication, and enforcement software, the City's Police Department staff worked to identify a new citation, adjudication, and enforcement system, which would meet the City's current and anticipated future needs. Based on its investigation, the City's Police Department staff determined that the City's citation, adjudication, and enforcement system needs were best met by IT-Stability Systems LLC's Dacra Software as a Service system. Attached to this Resolution, as Exhibit A, is a true and correct copy of the May 3, 2018, Municipal Enforcement Software Proposal ("**Proposal**") provided to the City by IT-Stability Systems LLC for the Dacra Software as a Service services ("**Dacra Services**").

After careful review and consideration, the City's Police Department staff recommend granting the City Administrator authority to negotiate and, subject to legal counsel review, enter into a contract with IT-Stability Systems LLC for the Dacra Services, as provided in this Resolution.

City Code ("**Code**") Section 1-8-5, provides:

The mayor, or any other person designated by the city council, may sign on behalf of the city any contract authorized by the city council, which contracts shall be attested by the city clerk. No contract may be entered into without the authority of the city council.

The Proposal seeks an initial two-year contract term. If the City agrees to this term, it covers all or part of the City's 2019, 2020, and 2021 fiscal years. Illinois Municipal Code, Section 65 ILCS 5/8-1-7(a), provides in part:

(a) Except as provided otherwise in this Section, no contract shall be made by the corporate authorities ... and no expense shall be incurred by any of the officers or departments of any municipality, whether the object of the expenditure has been ordered by the corporate authorities or not, unless an appropriation has been previously made concerning that contract or expense. Any contract made, or any expense otherwise incurred, in violation of the provisions of this section shall be null and void as to the municipality, and no money belonging thereto shall be paid on account thereof.

As a result of this provision and subject to certain exceptions, the City cannot enter into contracts with terms that extend beyond the current budgeted fiscal year. 65 ILCS 5/8-1-7(b), outlines exceptions to this rule, including an exception for data processing equipment and services. In particular, 65 ILCS 5/8-1-7(b) provides in relevant part:

Notwithstanding any provision of this Code to the contrary, the corporate authorities of any municipality may make contracts for a term exceeding one year and not exceeding the term of the mayor or president holding office at the time the contract is executed, relating to: ... (3) the provision of data processing equipment and services; ... In such case the corporate authorities shall include in the annual appropriation ordinance for each fiscal year, an appropriation of a sum of money sufficient to pay the amount which, by the terms of the contract, is to become due and payable during the current fiscal year.

65 ILCS 5/8-2-9 provides in part:

In municipalities with less than 500,000 inhabitants, the corporate authorities shall pass an ordinance within the first quarter of each fiscal year, to be termed the annual appropriation ordinance.

As authorized by 65 ICLS 5/8-2-9.1 through 65 ILCS 5/8-29.10 and reflected in Code Section 1-8-2, the City elected to utilize an annual budget instead of an annual appropriation ordinance. Pursuant to 65 ILCS 5/8-2-9.4, the passage of an annual budget by City Council is in lieu of passage of an appropriation ordinance.

Based on the foregoing, the City may enter into a contract with IT-Stability Systems LLC, for the Dacra Services, with a term which expires no later than the end of the City Mayor's current term. In addition, if the City enters into a contract with IT-Stability Systems LLC for the Dacra Services, and the contract's term extends into the City's fiscal years 2020 and 2021, the budgets

for the City's fiscal years 2020 and 2021 are required to include budgeted expenditures for the fees, which will be due and payable under the contract for the City's fiscal years 2020 and 2021.

Code Section 1-8A-1 provides:

...[A]ll ... contracts for ... services shall be, except as specifically provided herein, based whenever possible on competitive bids.

Code Section 1-8A-2, provides in part:

All ... contracts for ... contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed twenty thousand dollars (\$20,000.00), shall be purchased from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds (2/3) of the aldermen then holding office....

65 ILCS 5/3.1-40-40 provides in part:

The passage ... of any resolution or motion (i) to create any liability against a city ... shall require the concurrence of a majority of all members then holding office on the city council, including the mayor, unless otherwise expressly provided by this Code or any other Act governing the passage of any ordinance ...

Under the Proposal, the minimum fees for the Dacra Services exceed \$20,000.00. Because the proposed cost exceeds \$20,000.00, and the City did not utilize the competitive bidding process to identify IT-Stability Systems LLC as the most responsible bidder, the City Council may consider this Resolution if two-thirds (2/3) of the aldermen holding office (i.e., 7 aldermen) waive the competitive bidding process.

The City Council may consider this Resolution, including the competitive bidding waiver, as a single action, in which case 7 aldermen must vote in favor of this Resolution to adopt it.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, the City Council finds contracting for a citation, adjudication, and enforcement system is for a proper public purpose.

BE IT FURTHER RESOLVED, the competitive bidding process required by Code Section 1-8A-2 is hereby waived in connection with any contract the City Administrator negotiates and enters into with IT-Stability Systems LLC for the Dacra Services.

BE IT FURTHER RESOLVED, the City Administrator is hereby authorized to negotiate a contract with IT-Stability Systems LLC:

- (i) For the services described in the Proposal;
- (ii) In an amount not to exceed the fees listed in the Proposal’s Appendix A;
- (iii) For an initial term not to exceed two years;
- (iv) On terms consistent with the authority granted to the City under applicable law;
- (v) On terms the City Administrator determines are reasonable and in the best interest of the City; and
- (vi) On terms acceptable to the City’s legal counsel.

BE IT FURTHER RESOLVED, if the City Administrator is able to negotiate a contract with IT-Stability Systems LLC for the Dacra Services, which meet the foregoing conditions, the City Administrator is hereby authorized to enter into and execute that contract on the City’s behalf.

BE IT FURTHER RESOLVED, this Resolution does not create a contract between the City and IT-Stability Systems LLC for the Dacra Services or otherwise and does not require the City to enter into a contract for the Dacra Services or otherwise with IT-Stability Systems LLC.

BE IT FURTHER RESOLVED, this Resolution is effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 18th day of June, 2018.

AYES:____ NAYS:____ ABSENT:____ ABSTAINING:____ HOLDING OFFICE: 10

APPROVED by me as Mayor of the City of Geneva, Kane County, Illinois, this 18th day of June, 2018.

Mayor

ATTEST:

City Clerk



The Enforcement Technology Behind Thriving Communities



Municipal Enforcement Software Proposal

Submitted: May 3, 2018
Confidential - All Rights Reserved

President
Zlatko "Z" Koprivec
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847-890-8440 dacragov.com

Director of Sales
Glenn M. Theriault
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815-508-5272

May 3, 2018

City of Geneva
 Commander Brian Maduzia
 20 Police Plaza
 Geneva, IL 60134



Commander Maduzia,

Thank you for your considering implementing Dacra software as the solution for your Administrative Adjudication and e-Citation needs. As you know, Dacra has a proven track record for over 20 years, helping communities improve staff efficiency, reduce expenses, and recover costs associated with local ordinance enforcement programs. We would be thrilled to partner with you and are confident that by utilizing Dacra you will achieve significant results as have nearly thirty other communities.

Dacra is a comprehensive Municipal Enforcement system that allows a municipality to efficiently manage the entire violation process from citation issuance, through compliance, to collections of unpaid fines. The extensive features and benefits of this sophisticated program are outlined in this proposal; features designed by end users, police officers and hearing room staff, to significantly enhance the enforcement processes. Dacra is a hosted web-based product eliminating the need for expensive server purchases and maintenance plans and significantly reducing the need for IT staff to maintain on-site hardware.

While you may expect Dacra to be financially out of reach, it is not. IT-Stability provides Dacra as a full-service subscription based product with no additional module costs or ongoing maintenance fees. Simply pay for what you use. What's more, all state ticketing, abandoned vehicle tracking, and many other great features are included at no cost. *You will only be charged \$2.00 for each citation, and \$2.00 for each case that goes to an administrative hearing.* This pricing is based on a two-year contract with a minimum monthly subscription fee of \$1,500.

We want to get you up and running as quickly as possible. Dacra's set-up fee is \$5,000 which includes 40 hours of installation and training support. This is typically sufficient for a standard implementation. Costs to migrate data from your legacy system to Dacra, as well as to establish other interfaces, are not included in the subscription pricing but can certainly be quoted. This proposal does presume each computer has internet access and a compatible printer.

Please note this proposal is only valid for the next 60 days. Let us know if you have any questions or if we can be of assistance in any way. Thank you for your consideration.

Zlatko "Z" Koprivec
 President
 IT-Stability Systems

Glenn M. Theriault
 Director of Sales
 Dacra Municipal Enforcement

IT-Stability is an information technology company based in Elgin, Illinois that specializes in providing cutting edge solutions that make local government agencies more efficient. In addition to providing the Dacra Municipal Enforcement System™, IT-Stability also created Record IT!™, a land record management software systems used by counties throughout Illinois.

Dacra Software as a Service Municipal Agreement

City of Geneva

This Dacra SaaS Agreement (“Agreement”) is made and entered into on this date, July 1, 2018, (the “Effective Date”) by and between IT-Stability Systems LLC (“IT-Stability” or a “Party”), an Illinois Limited Liability Company, and The City of Geneva (“Client” or a “Party”), an Illinois municipal corporation with its principal place of business at 20 Police Plaza, Geneva, Illinois 60134. IT-Stability and the City shall be together referred to as the “Parties.”

Whereas IT-Stability designs, develops, licenses, and supports Dacra, which is an adjudication management and e-Ticketing software; and

Whereas, Client desires to enter into an agreement with IT-Stability for IT-Stability to set-up, license, and support Dacra for use by Client; and

Whereas, Client is authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) to enter into contracts with parties to obtain goods and services; and

The Parties hereto agree as follows:

1. Contract Period

The initial period of this Agreement begins when signed by Client and IT-Stability representatives and continues for two (2) years from that date. IT-Stability shall propose any requested modifications to the Agreement for subsequent Agreement periods, ninety (90) days prior to the current period expiration date.

2. Price, Billing and Payment

In exchange for Client’s licensed use of Dacra software and features as outlined in Appendix B, IT-Stability will invoice for, and Client will pay, a setup fee and monthly software subscription fees as outlined in Appendix A of this agreement. All payments are due within 30 days of the invoice date. Dacra Licensed Services (“the “Services” “Software” or the “System”) may be suspended or terminated if payments are not received according to these terms as per Section 11. Any additional services shall be mutually agreed upon in writing prior to work being performed or invoiced.

3. Representations and Warranties

General. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Compliance with the Laws. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws. IT-Stability agrees to the provisions and conditions of Compliance Affidavit Attachment C.

Acceptable Use. Client may use the Software and System only for purposes of issuing, managing, and adjudicating citations issued by the Client and for no other purpose. Any use of the Software shall remain subject to all terms and conditions of this Agreement. Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not intentionally use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any IT-Stability computer equipment or program. If IT-Stability has reasonable grounds to believe that Client is utilizing the Services for any such illegal or disruptive purpose IT-Stability may suspend the Services immediately with or without notice to Client. IT-Stability may terminate the Agreement as contemplated in Section 11 if Client in fact fails to adhere to the foregoing acceptable use standards.

THE WARRANTIES SET FORTH IN THIS SECTION 3, IN SECTION 10, AND ON ATTACHMENT C, ARE THE ONLY WARRANTIES MADE BY IT-STABILITY. IT-STABILITY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. IT-STABILITY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY IT-STABILITY, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

4. Limitation of Liability

EXCEPT AS PROVIDED IN THE ADDENDUM ON ATTACHMENT C AND IN THIS SECTION, UNDER NO CIRCUMSTANCES WILL IT-STABILITY OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IT-STABILITY'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY IT-STABILITY OF THIS AGREEMENT, IT-STABILITY 'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO IT-STABILITY BY CLIENT DURING THE PREVIOUS THREE MONTHS.

NO INFRINGEMENT: IT-Stability warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Client shall notify IT-Stability promptly in writing of any known action brought against Client based on an allegation that Client's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). IT-Stability will defend, indemnify and hold Client harmless from any such action at IT-Stability's sole expense, provided that IT-Stability shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Client reasonably cooperates with IT-Stability in such defense. In the event that a final injunction is obtained against Client's use of the Services by reason of an Infringement or Client is otherwise prohibited from using same, IT-Stability shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Client the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use non-infringing while being capable of performing the same function. If neither option is available to IT-Stability, then Client, at Client's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

5. Confidential Information

Definition. For purposes of this Agreement “Confidential Information” shall mean information including, without limitation, all Client data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Client under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Nondisclosure

During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party’s Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this §5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Client Responsibility

Client is solely responsible for the supervision, management, and control of its use of the Software, and shall defend, indemnify and hold harmless IT-Stability from and against all liabilities and costs (including reasonable attorneys’ fees) arising from any third-party claims by any person based upon the usage of the Software, including the unauthorized release of any personally identifiable information as defined by federal and state law.

Client shall use the Services only for lawful purposes. To the extent deemed necessary by Client, Client shall implement security procedures necessary to limit access to the Services to Client’s authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

Client is responsible for establishing designated points of contact to interface with IT-Stability, acceptable hardware, and a sufficient network environment such that Dacra can be effectively used as intended by the parties. Client shall provide all necessary data by August 1, 2018 in order to ensure a October 1, 2018 go-live date.

7. Licenses

IT-Stability hereby grants to Client a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by IT-Stability (“Licensed Material”), which may be furnished to Client under this Agreement. Client is not permitted to resell or lease Dacra services to any third-party client.

Client agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Client also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Client under this Agreement shall be used by Client only for Client’s internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

8. Client Data

All citation and hearing data, which may include personally identifiable information, is owned by Client and is to be held as confidential. Quarterly, client may receive a backup of data upon request in a .BAK format and is responsible for all data security and records retention as may be required by federal and state law. Upon termination of the Agreement, IT-Stability will provide a final back-up of client data. Sixty (60) days after delivery of the final back-up, IT-Stability will discard and delete all client data.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to IT-Stability. Any modification to the Software performed by Client directly or indirectly extending the current capabilities shall be the property of IT-Stability and all copyrights and other rights are hereby assigned to IT-Stability.

9. CJIS Encryption

Where necessary and practical, IT-Stability will be in compliance with all Criminal Justice Information Services (CJIS) requirements and certifications.

10. Service Performance Guarantees

IT-Stability guarantees 99.9% availability of Dacra services excluding brief scheduled maintenance. If an unplanned Dacra outage leads to a credit request, said request will be calculated by an hourly proration of the minimum monthly payment. IT-Stability approved credits will be deducted from the next monthly subscription invoice.

All claims are subject to review and verification by IT-Stability.

11. Termination

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

If Agreement is terminated, Client shall be responsible to pay IT-Stability all outstanding invoiced bills due and owing.

12. General Provisions & Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties when accepted by Client. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Client, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon IT-Stability or effective for any purpose, unless accepted by IT-Stability in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, IT-Stability's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) 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.

(c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Client without the prior written consent of IT-Stability. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of IT-Stability or Client in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by IT-Stability or Client of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11

(h) On IT-Stability's request, no more frequently than annually, Client shall furnish IT- Stability with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used

(i) 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.

(j) For a breach or default of this Agreement, the Parties may pursue any available remedy available at law or in equity. The non-prevailing party in any dispute under this agreement shall pay all reasonable costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

(k) This Agreement shall be governed by, and construed under, the laws of the State of Illinois applicable to contracts made in and wholly to be performed in the State of Illinois without regard to conflicts of law.

The authorized representative signatures below are full consent to the terms and conditions of this agreement.

For City of Geneva:

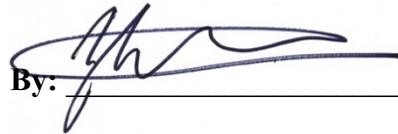
By: _____

Print: _____

Title: _____

Date: _____

For IT-Stability Systems LLC:

By:  _____

Print: *Zlatko Koprivec* _____

Title: *President* _____

Date: _____

Dacra Software as a Service Municipal Agreement **Appendix A - Price, Billing, and Payment Agreement**

The purpose of this appendix is to outline the Client's price, billing, and payment terms applicable for obtaining licensed Dacra subscription services for the initial period of this Agreement:

Price – Initial Set-Up Cost

In exchange for software set-up, training, and support services necessary to prepare system for Client's licensed use of Dacra software and features, as defined in Appendix B, Client will pay a \$5,000.00 setup fee. Initial set-up services are defined as:

- Standard installation including system set-up and configuration; does not include customization, interfaces, or data migration.
- Training will consist of 8 hours of onsite training which includes full training for agreed upon super users as well as preparing super users to conduct training for all other staff on field entry of citations.
- Ongoing support may be provided to Client via remote access, email, and telephone during normal business hours.

Price – Importing and Conversion of Existing Records

The data conversion fee is waived for importing Client's basic citation data from Client's legacy Dacra program.

Price – Monthly Subscription Fee

In exchange for ongoing licensed use of Dacra software and features, as defined in Appendix B, Client will pay the greater of the *Minimum Monthly Fee* or the *Monthly Usage Fee*:

- *Minimum Monthly Fee* is \$1,500.00.
- *Monthly Usage Fee* is calculated by totaling the following:
 - \$2.00 per adjudication citation and administrative tow ticket processed in the system
 - \$0.00 per state citation processed in the system
 - \$0.00 per warning citation processed in the system
 - \$2.00 per Finding, Decision, and Order "FDO" processed in the system.

Billing – Initial Set-Up Cost

The initial set-up cost shall be invoiced upon signing of the contract by Client and IT-Stability representatives.

Billing – Monthly Subscription Fee

The monthly subscription service shall begin upon go-live or on October 1, 2018 if IT-Stability is prepared to go-live and has delivered notice of such intent to the Client.

In the event that the Client provides all necessary data by August 1, 2018 as per section 6 of this agreement, and the service is not installed and running on October 1, 2018, the subscription services shall begin upon the date that the service is installed and running.

Invoices will be sent on the first business day of the month for the prior month's service.

Payment

All payments are due thirty (30) days after the invoice date. If payment is not received, services may be suspended or terminated as per section 11 of this agreement.

Additional Services

Any additional services shall be mutually agreed upon in writing prior to work being performed and/or invoiced.

Dacra Software as a Service Municipal Agreement

Appendix B – Scope of Service

The following is provided as a full overview of the feature functionality within Dacra.

Dacra Ticket Creation Functionality

Dacra provides a state-of-the-art, real-time web interface for electronically issuing and printing municipal enforcement citations. Dacra covers all types of enforcement from a basic warning ticket to state traffic and local ordinance citations, abandoned notices and receipts, and administrative tow seizure orders and receipts. Local ordinance tickets for parking, property code, animal, and compliance violations are seamlessly processed through administrative adjudication. In addition, state violations are easily transmitted to the county circuit court.

Dacra auto generates consecutive citation numbers built with descriptive identifiers. The auto generation process ensures that citation numbers are never duplicated. To further protect the integrity of the process, users cannot delete a citation. An authorized user is able to “void” or “non-suit” a citation and remove it from the adjudicative process but the citation’s record and audit trail remain.

Integration with your preferred LEADS (Law Enforcement Agencies Data System) provider greatly speeds up citation data entry, reduces process steps and eliminates errors by automatically filling violator and vehicle information from the Secretary of State. Citations can also be populated from previous tickets and warnings.

Dacra provides multi-department functionality to manage your entire municipal enforcement needs. No longer will you need to track multiple software and paper-based systems to determine the full picture of enforcement for your community.

Dacra recognizes that code enforcement departments have additional ticketing needs and provides features that allow citations to be grouped into a single “case” for organized enforcement follow-up. Citations can be associated and tracked by individual properties and PIN numbers, and multiple inspectors can be associated with a ticket.

Expanded functionality allows for easy addition of evidence files such as photographs, videos, and documents. Simply drag-and-drop onto the ticket interface and they are linked to the citation, providing strong evidence to back up the case.

Multiple-County Support Through a Unified Platform

For municipalities that straddle multiple counties, Dacra provides a unified interface for local and state violation citations that are sent to the circuit courts. There is no need to have a separate citation system for each county - the officer just selects the county to which the ticket will be sent, and Dacra does the rest. Dacra shows the officer the relevant violations and court key assignments for that county, prints the citation in that county’s specification, and creates all court transmittal documents for each county. *All from a single interface.*

There are other benefits to a single citation system not the least of which is state mandated reporting requirements. Dacra automatically aggregates racial profiling and pedestrian stop data from all county and adjudication citations and exports the data in the state-required format. No need to manually compile this data from multiple systems each month.

Dacra is approved, and in use, in multiple Illinois counties including Cook, DuPage, Kane, DeKalb, and Tazewell. For Cook and DuPage, Dacra is approved for full electronic data submission, and is certified for IUCS/LEADER.

Dacra Batch Processing Functionality

A critical component of a properly functioning municipal enforcement system is ensuring all state statutory requirements are met in order to protect due process. Dacra has extensive functionality to help a municipality ensure that they are efficiently meeting those requirements. Using Dacra's batch processing, communities send all state required notices, with all mandated information, and within the timeframes required by the state, to alleged violators. These communications, such as Notice of Violation, Administrative Tow Notices of Hearing, Findings Decisions and Orders, and Final Determinations are quickly generated in a batch process. A copy of the communication is saved in the citation history for later reproduction should that be necessary. The batch notices can then be printed and prepped for mailing.

Other notifications such as boot and tow eligibility notices and notices of impending driver's license suspension, are also prepared automatically by the Dacra system. Additionally, county citation transfer sheets can be auto-generated when using the state citation features. For tracking purposes reports can be produced that show when and to whom notices are sent.

Dacra Tow Management/Administrative Tow Functionality

Towing vehicles creates a liability for any law enforcement agency. Dacra aims to reduce that exposure. Our comprehensive tow management tools provide officers with on-street tow needs such as issuance of tow receipts and seizure notices. Detailed information on violator, violation, vehicle, property inventory, concerned parties and tow yard can be manually entered or auto-filled from LEADS. Vehicles can be put into various hold statuses, such as DUI, insurance, investigative, or administrative. If the vehicle has been ordered "held" Dacra provides appropriate notification to the vehicle owner and prevents the release of the vehicle until the hold is removed. For communities that have administrative tow ordinances in place, the system provides full management of notices of seizure and any emergency hearings and then integrates with the administrative hearing module for adjudication. Dacra also issues release forms authorizing the tow company to release the impounded vehicle with proof that the citizen has paid any necessary fines. Dacra continues to track the vehicle until its final disposition.

Additionally, an abandoned vehicle tracking module is included allowing "abandoned warning tags" to be quickly converted to a ticket and tow if not removed in the appropriate time frame. Instant reporting and tracking allow police staff to give feedback to concerned citizens on when they can expect a vehicle to be removed. Dacra's tow reporting provides instant tracking of any vehicle in your custody and care, all the way through to the final issuing of a Certificate of Purchase ensuring no vehicle is left unaddressed.

Dacra Hearing/Municipal Court Management Functionality

Dacra provides powerful, yet simple to use tools to effectively manage the adjudication hearing process. Pre-hearing, hearing, and post hearing processes are clearly and logically delineated. Dockets are created with one click. Respondents that appear at the hearing are checked in and prioritized for the hearing. Check-in sheets organize each case for effectively management of the hearing. Respondents at the hearing immediately receive their findings, decision, and orders. After the hearing, the system quickly generates all required notices for defaulting respondents, which can be printed and mailed, or sent as a batch PDF to a fulfillment center to print and mail. All notices sent are automatically entered into the ticket history. After-hearing reports document the dispositions of all cases, as well as the financial impact of the hearing.

Hearing officers are able to view the original citation data, any supporting evidence such as documents, photographs, and videos, and previous violator history including previous citations, warnings, and unpaid tickets.

Cases are clearly delineated as those respondents present, checked in, contest-by-mail cases, and must appear cases. Hearing officers are presented with fine information, and court costs can be assigned manually or automatically, or waived at the discretion of the hearing officer. The hearing officer can adjudicate the liability and/or continue the case to a future hearing, while entering detailed notes to support his/her decision on the case. No-show violators can be automatically adjudicated as default liable in a batch process. A finding, decisions, and orders document can be printed on the spot and handed to the violator, or created in a batch process after the hearing. All case history for each citation can be quickly exported on each citation to document and support the decision in case of an appeal to a higher court.

Dacra Citation Payment Enforcement Functionality

A significant challenge faced by municipalities is holding violators accountable to complying with local ordinances as well as paying fines when cited for their violations. Dacra provides a number of tools to assist in enforcing the payment of these violations:

- Dacra automatically escalates unpaid fine amounts per municipal ordinance for unpaid violations with highly customizable escalation rules.
- Violations are tracked by vehicle and violator, allowing Dacra to identify habitual scofflaws. Each vehicle is then flagged as eligible for boot/impound per municipal ordinance, and the entire impound process is managed by the software.
- At 10 unpaid vehicular/parking violations, Illinois violators are eligible to have their driver's license suspended. Dacra manages this process, identifies eligible drivers by multiple criteria and produces all state-mandated notifications for suspension and reinstatement.
- For communities that require property transfer stamps upon the sale or transfer of a property, Dacra can integrate with the municipal ERP/financial system to enforce the payment of all outstanding fines before issuing the property transfer stamp.
- For communities with ordinances that deny city services for violators with too many outstanding citations, Dacra can flag such violators and track all outstanding fines.
- For communities that take advantage of the Illinois Office of the Comptroller's (IOC) Illinois Debt Recovery Offset Portal (IDROP). Dacra creates the export files for uploading to the IOC to automate a normally complex procedure.
- Dacra interfaces with commercial collection companies to easily export and import debt files, automating the process and ensuring accurate citation record keeping.

These powerful tools effectively streamline the fine enforcement process, reduce the workload on the municipal staff, and increase the rate of collection on the unpaid tickets.

Dacra Database Search Functionality

Our powerful search capability will assist in both managing the citation through its lifespan and guiding your investigative research. The user interface for searching allows date range parameters on any combination of citation fields, including ticket status, issuing officer, issuing department, RMS or dispatch report number, violation code, warning tickets, voided tickets, juvenile tickets, etc. Searches can be exact or partial data searches, and can also further include:

Violation Searches: Any combination of violation, violation type, violation location, report number, lot location, business tickets, and even whether physical evidence was collected

Vehicle Searches: Any combination of vehicle year, make, model, color, plate, vin, state, and plate expiration date

Violator Searches: Any combination of name, address, city, state, zip, date of birth, DL#, and DL State

Results displayed can be narrowed further with a “contains” sub-search. Still need to work the results? Dacra has you covered. Just copy the data to your clipboard for export to Microsoft Excel, csv file, or your external software. Of course, you can always just print your data or save it as a PDF.

With appropriate permissions, a ticket in the search results can be examined and edited right from the results screen. Should you choose, search results can be shown in a heat-map for visual representation.

Dacra Database Reporting Functionality

Dacra has powerful built-in reporting capability. The provided reports are based upon the direct input and feedback from our clients over the last twenty years. All reports have multiple criteria that can be selected, issuing department, officers, date ranges, violations, and much more. To keep your agency compliant with redaction rules and to comply with state privacy statutes, juvenile violations can be excluded from all reports.

All our reports are html web-based and can be printed or saved as a PDF. We also regularly build custom reports for clients, and when we do, we add them to the subscription based system so all of our clients can benefit. Because the Dacra database engine is Microsoft SQL, it supports the ability for clients to build their own custom reports utilizing reporting tools such as Microsoft SQL Reporting Services, Crystal Reports, and others.

Dacra Data Exporting Capability

Dacra has extensive data export capabilities built in that can be utilized by the system users without any programming experience. This includes comma-separated text files (CSV), Copy and Paste to Excel, PDF, and Google Maps Heatmap data. Exports to external software systems are available. A number of interfaces have already been built for communication to external software systems via XML, our preferred export method.

There are also certain pre-formatted export files that comply with external state requirements, such as Illinois Department of Transportation Racial Profiling requirements and Illinois Comptroller’s Office Debt Recovery Offset Portal (IDROP) requirements. Collections company export files are in Excel format.

Exports of citation data to be submitted to circuit courts are set up in the custom format requirements demanded by individual counties such as Cook and DuPage (IUCS/LEADER). The moving violation data structure is submitted to circuit courts in either Cook County or, for all other counties, Administrative Office of the Illinois Courts (AOIC) formats.

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Appendix C – Technical Specifications

following is provided as an overview of the data security architecture and rtechnical specifications of Dacra.

Dacra Security Architecture

Dacra is designed for the highest levels of security and is fully compliant with the FBI’s Criminal Justice Information Services (CJIS). All requirements of the latest 2017 CJIS Security Policy v5.6 are supported and exceeded. The Dacra security capabilities are modular and multi-leveled, and include extensive built-in auditing features. Security capabilities are managed at the web service level, the SQL database level, and at the application level.

Connectivity to Dacra Web Service: Connectivity for accessing the Dacra web service on a Microsoft IIS web service is controlled via Microsoft Active Directory. This allows for highly granular access control policies, time out restrictions, password security policies, advanced user authentication such as biometric two-factor authentication, detailed auditing, and information security event logging.

Data Encryption: Dacra supports encryption for the connectivity of the client to the server, called Data in Transit, as well as the server itself, called Data At Rest. The Data in Transit between the client front end and the server back end supports FIPS 140-2 certified encryption with a key of at least 128 bit strength. The Data at Rest encryption supports FIPS 197 (AES) certified encryption with at least 256 bit strength and is accomplished via Microsoft BitLocker.

Partitioning of User Interface and Database: The Dacra system partitions the front-end user interface from the back-end database and supports independently controlled security mechanisms at the IIS level, Active Directory service account and user level, at the SQL Server level, and internal application level containing roles and features assigned per department or user, as well as custom roles.

Entity Framework Modularity: Dacra is built with Microsoft’s .NET Entity Framework technology. This means that the front-end client (always the most vulnerable part to malware or other intrusion) does not have direct access to the SQL database itself. The Entity Framework middleware layer handles all communication between the web front end and the SQL back end, and greatly reduces vulnerability from a compromised computer workstation or advanced threats such as SQL injection attacks.

Application User Roles: Dacra currently has almost fifty discrete internal user application roles that govern what parts of the system a user has access to. This allows granular control of aspects such as what citations a user can create, who can modify created citations, who can accept payments, who can access what reports, who can create and send notices, and much more. These roles can be assigned to pre-defined groups such as regular police officers, code enforcement officers, hearing officers, finance staff, etc., or can be assigned to individual users (i.e. super users, administrators, etc.) as needed.

Auditing: Dacra has extensive built-in auditing that logs any transaction or change that has a financial or other significant impact on a citation. It logs what the change was, who the logged-in user was, date and time stamps it, and records both the old value and the new changed value. It should be noted that a citation can be placed in “void” or “non-suit” status, but not deleted from the system.

Dacra Logging, Auditing, and Troubleshooting Tools

Because Dacra is built for non-stop operation in the largest customer environments, it contains extensive logging of system-wide processes, as well as error-checking, error-handling, logging, and troubleshooting tools. If the system handles the error, it instantly notifies the user about the exact problem, and allows the user to correct the cause. If it is an unhandled error, it will display the error to the user and log it to the program log. All errors logged to the program log are viewable and searchable by permissioned users and admins. These enterprise software level features allow for optimal system performance and uptime, improved training of system users, and a very high level of security.

In addition to errors, Dacra logs, tracks, and allows for searching for many system processes. This provides improved troubleshooting, verification of task completion, and performance metrics such as Report Started and Report Completed. This level of visibility into the system processes allows for easy optimization of system performance, identification of common user errors, and even errors by a particular user:

Platforms Supported By Dacra

Dacra is composed of a browser-based front-end client that runs on Microsoft's IIS Server. The program is browser agnostic, and has been tested to work with Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Apple Safari (on IOS) and Firefox. Currently, most clients prefer Google Chrome.

The platforms that are supported by Dacra are Microsoft Windows (7 or higher), including touch-screen optimizations, Apple IOS (both iPad and iPhone), and Android (only extensively tested on Samsung Galaxy tablet).

The back end runs on Microsoft SQL Server (2008 or higher, but 2012 or higher preferred).

Dacra Is Provided As Either An On Premise Or Cloud- Based Solution

Dacra is provided as either an on-premise or cloud based solution. The two offerings are identical in technology and functionality. The primary differences are where the server is located, who is responsible for licensing, maintaining and backing up the server, and the pricing structure of the offerings.

The on-premise solution resides on the municipality's servers, and the municipality is responsible for all licensing of the server operating systems, SQL database licenses, and other utility systems such as anti-malware, backup software, etc. The primary advantage of the on-premise solution is that it can be easier to implement connectivity to other on-premise systems, as there is no need for VPN tunnels and complex security configurations.

The cloud solution is hosted on our servers, which are optimally tuned and maintained by our staff for this specific environment. We are responsible for all server system licensing, security, support and maintenance, and backups. Our hosted service is CJIS compliant, our staff has undergone fingerprinting and background checks, and are LEADS certified. The cloud service complies or exceeds all specifications of the FBI 2017 CJIS Security Policy v5.6.

Optimal And Minimum Network Requirements

Because Dacra is a web-based host system, the network requirements for the client workstations are minimal. The network connectivity from the client to the server should be mid-level LTE or better. On a local area network, gigabit Ethernet or better is optimum. Sub-LTE level connectivity in the field can slow photographic evidence file uploads to the server.

Optimal And Minimum Database Requirement

Minimum database requirement is Microsoft SQL Server 2008. SQL Server 2012 or newer is optimal. Database storage size is very compact, due to a proprietary technological solution that minimizes such storage. 16 GB RAM or higher is recommended for the SQL database.

Optimal And Minimum Server Requirements

Dacra requires a Microsoft SQL database and a Microsoft IIS Server web server. The supported server operating system is Windows Server 2012 or newer. Virtual servers are supported. Ideally, the SQL Server and the IIS Server are separate dedicated virtual servers with at least 16 GB of RAM for each environment. An additional file server share needs to be dedicated to storing evidence files associated with citations. These files may be documents, photo images, video, or other files. A minimum of 100 GB of disk space is recommended.

Optimal And Minimum Desktop/Client Requirements

The Dacra client is accessed via a web browser. Google Chrome is preferred, but Microsoft Internet Explorer, Microsoft Edge, and Firefox all work. Windows 7 or newer operating systems work, with Windows 8.x or 10 recommended. Dacra is also supported on Microsoft Windows touch-screen Tablets with Windows 8 or newer. Apple IOS on iPad or iPhone are also supported via both Chrome and Safari web browsers.

Server Virtualization

Virtual server environments are recommended. Dacra supports and runs within both Microsoft Hyper-V and VMWare environments.

1-5 Year Expected Size Of The Database

The Dacra database is highly optimized for performance and availability, which necessitates keeping the database small and efficient. With proper SQL database maintenance and optimization, it is anticipated that the five year database size would be under 10 GB in size, and more likely under 5 GB. For systems that we host, we perform all SQL optimization and maintenance.

Managing and Customizing Data in Dacra

Dacra employs a robust and flexible methodology for adding, changing, or customizing data, much of which can be done by the client through provided user interfaces. For example, changing the text of various notices or letters, adding or modifying street or property tables, customizing violation specific data, managing users and user groups, and more can all be done by the client's users in the Admin Utility. Furthermore, Dacra has extensive customization capability for actual processes and work flows within the system to adapt to specific client needs. These customizations become part of the source code of the system and are carried forward to all future release versions. This innovative technology was originally developed by us for our county software systems and it has been extensively and successfully proven over the last eight years in both our county and municipal systems.

Dacra Capacity, Performance And Availability Metrics

The Dacra system is highly optimized for maximum performance and uptime. It is designed to run in a virtual infrastructure environment for high availability and ease of provisioning of RAM and disk storage. The system utilizes hyper-threading to keep user interface response in sub-second to a few seconds. The database is highly optimized with indexes and views. Dacra's proprietary technology makes database performance and backups ultra-fast. Most reports run in a matter of a couple of seconds. When a client identifies a function that takes longer than several seconds to run, we implement optimizations to increase the speed.

Our hosted Dacra systems had no unplanned downtime in the last three years. We guarantee 99.9% uptime. Dacra system updates are generally implemented quarterly. They are scheduled with the client and they typically last

less than ten minutes. In the rare case when Microsoft releases critical server software updates requiring a system reboot, we will generally do that outside the quarterly schedule, and always with prior notification to the client.

LEADS Interface Architecture

We utilize our own LEADS data parser to parse the data from your current LEADS provider system file and auto-fill Dacra citation fields with it. The only data we access is the violator name, address, date of birth, driver's license number, and vehicle plate, make and model. This allows for quick and efficient citation completion. We chose to not run our own LEADS system, but utilize the existing system used by the police agency in order to accomplish two primary goals. First, since we do not directly access CJIS databases we do not create an unnecessary security exposure. Proudly, in 2017, two of our clients, Elgin and South Elgin, underwent CJIS compliance audits in 2017 and neither had concerns identified with Dacra software. Second, it gives us the flexibility to work with the police agencies preferred LEADS provider making the transition to e-citations simpler for officers. We have successfully integrated with five different LEADS providers over the years.

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Appendix D – Sample Project Schedule

The following schedule is based on a 90 day go-live timeline with key milestones and deliverables associated indicated. This plan can be accomplished but requires dedicated effort from all key project staff to complete this project within this desired timeframe.

Step 1: Process Analysis - Month 1

The project begins with a kickoff meeting attended by representatives from each department involved in the process. The next few weeks are spent meeting with each citation-issuing department, finance department, and IT department to identify all existing process and systems involved. Current violation, adjudication, and fine collections ordinances and processes are identified and analyzed. Any potential process or ordinance change recommendations that might improve upon the existing ones are presented.

Deliverable: Analysis of current processes, recommendations, agreement on implementation

Step 2: Data Gathering - Month 1

Concurrently with Step 1, client is provided with tools and explanations for compiling relevant data that need to be set up in the server: personnel; hearing times, dates, and locations; violation codes; municipal seal; verbiage for citations and notices; etc. Needed interfaces and connectivity methodologies are agreed upon for connectivity to external systems. Client produces all needed data for the new system.

Deliverable: Agreement on design and methodology of interfaces. Client provides required data

Step 3: Test Environment - Month 2

The Dacra system is built, configured, and tested by IT-Stability staff. Our staff imports all assembled client data and perform final internal testing. Client staff is given access to the new system and guided on testing each individual component.

Deliverables: Functioning Test environment

Step 4: External System Integrations - Month 2 and 3

During this time, external system integrations, such as connectivity to finance systems, LEADS integrations, etc., are built and tested by our team, the client's IT staff, and any relevant third-party vendor.

Deliverables: Functioning and tested interfaces between Dacra and external systems

Step 5: Validation - Month 3

All relevant documents such as citation, notices, etc. are printed from the system and provided to municipal legal counsel for review or modification. Any required verbiage modification to those documents are implemented.

Deliverables: All statutorily required processes are completed and validated

Step 6: Training and Field Testing - Month 3

Training of all staff and final field testing by officers in the field occurs. One week before going live, the test environment is migrated to the live environment, and final testing and sign-off by client staff occurs.

Deliverables: Completed testing and client sign-off for going live

Step 7: Go Live! - First Of The Month Following Step 6

Our staff is present on-site during go-live to assist with any questions or issues and coordinate offsite resources.

Deliverables: A new fully functioning Municipal Enforcement System

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Appendix E – Training and Service Support

The following is a guide to IT-Stability's training and service support provided with the Dacra platform.

Dacra's Training Methodology

Over the past two decades, Dacra has been successfully deployed by preparing our clients using a "Train The Trainers" approach. Based on the theory that it is best to *teach a man to fish*, we build a team of highly trained experts within the organization who serve as the foundation of functional knowledge with respect to Dacra. From cities like Elgin with populations over 100,000, to communities like Creve-Coeur with a population of 5,000, this model has been proven time and again. Our approach builds a strong internal team with capable peer support by integrating software usage instruction with the critical agency specific policies and procedure training. Throughout our dozens of deployments, we have found three keys to success in this arena 1) Select the right people to serve on this team; 2) Train them extensively; and 3) Continue to provide the super-users the necessary support to ensure the successful agency-wide use of Dacra. The process is as follows:

Super-User/System Administrator Training (8 Hours)

Eight hours of in-depth training will fully prepare your power users. This training covers all functionality areas of Dacra as well as focusing on best industry practices in municipal adjudication and violation enforcement. While this session can be accomplished in one full day, we find that our clients retain more when we split this into two 4-hour blocks.

For super-users, this is really only the formal "classroom" training. We are always available and easily accessible for any questions that may arise. We will specifically assign one member of our staff to your community to serve as front-line customer support. Not a call center. Not a random person. A member of *our* team who is specifically dedicated to making sure *your* team is fully supported throughout their training cycle and beyond.

IT System Administrator Training (2 Hours)

We will make sure your IT staff is well versed in setting up system servers where necessary, and access portal configurations and interfaces to ensure seamless operation and communication. As we use industry standard processes, this can generally be accomplished in a two-hour remote session between Dacra and municipal IT staff.

Basic User Training – Field Enforcement Staff (1.5 Hours)

Ninety-minute training sessions are generally all that is needed for your field enforcement teams, usually less for staff currently entering citations electronically. This session covers all aspects of creating citations and searching through previous violators for investigative purposes. It also focuses on best practices in documenting the violation to make a strong case. Our staff will teach the first training session, with your train-the-trainer staff observing. The second training session will be taught by your staff, with our staff in attendance for corrections or to answer questions your staff may find too difficult. Subsequent sessions are then taught by your internal staff.

Basic User Training – Administrative Hearing Officer (1 Hour)

A one-hour training session will be held to train the client's selected hearing officer or administrative law judge in utilizing the system during hearings for the efficient issuing of Findings, Dispositions, and Orders. This training also focuses on how best to document the basis for the hearing officer's decisions on cases heard in order to build a strong case in the event of a violator appeal, a key step in safeguarding violator due process.

Basic User Training – Administrative Hearing Staff (3 Hours)

There are many moving parts to a successful hearing and we have consistently found that our clients take advantage of the “new software” opportunity to refine other hearing room practices and procedures. Therefore, in preparation for the first public hearing utilizing Dacra, we host a mock hearing that tests all aspects of effectively managing the hearing process with our software and any modified best practices that may have arisen during the deployment of such a system. This mock hearing training ensures your staff is comfortable with all aspects of hearing room management before going live with citizens.

Ongoing Training Support (Unlimited)

It is not enough to simply teach staff and send them on their way. To help our clients get the most out of our system, we take pride in the ongoing partnerships forged to answer best practices and process questions. This is just another reason that partnering with Dacra forms the solid foundation on which your effective municipal enforcement system is built.

As an example of this belief occurs approximately thirty-five days after the first public hearing, we will revisit your team to perform a short training session that circles back to prior training, discussing statutory procedures that arise in the final stages of violation enforcement. While Dacra software manages these items for you, (i.e. violator notices, requests to vacate defaults, assigning new hearings) it is important that your staff understands all aspects of providing violator due process accurately. This is also the time we revisit key topics of best practices for outstanding debt collection such as boot and impound programs, suspension of driver’s licenses, and sending unpaid fines to a collections vendor as well as the Illinois Debt Recovery Offset Portal (IDROP) program.

Dacra Service Level Agreement

While we pride ourselves on our stable software platform, issues needing support do arise from time to time. We are dedicated to providing the highest level of both technical and informational support to our clients. In order to prepare for effectively supporting and developing the Dacra system, we have spent many hours in the field, in squad cars, and offices shadowing clients to experience first-hand exactly what issues users encounter. We have attended over one hundred adjudication hearings with multiple hearing officers from the smallest communities to the second most populous county in the United States. We have sat with our clients processing citations, and just generally using our software, and that has enabled us to assemble some of the best practices in this industry. This field experience affords us the knowledge necessary to understand the challenges our users face and how to quickly troubleshoot issues.

Help desks can be frustrating to use, particularly when there is no human interaction to communicate with regarding technological issues. Due to our ideal size we have the opportunity to take a different approach to support. Our staff develop strong working relationships with your key staff who are then provided with direct access to relevant Dacra employees, via direct email and cell phone contacts so they can troubleshoot together. We believe this “help desk” format provides a higher level of support than multi-layered help desks.

As a means of formalizing our approach, standard support is included for all our clients at no extra charge during regular business hours, Monday through Friday, 8:00 am to 5:00 pm CST, via both phone and email (excluding holidays). In addition, for our hosted clients, critical server processes are monitored and supported 24/7/365. Our standard support response process:

| Dacra Service Request Response Matrix | | |
|--|---|----------------------|
| <i>Priority</i> | <i>Example</i> | <i>Response Time</i> |
| Urgent | Dacra critical and time-sensitive component down | 1 Hour |
| High | Technical issue impeding time-sensitive work | 4 Hours |
| Normal | Minor issues and usage or configuration questions | Within 1 Bus. Day |

Service Level Guarantee

Dacra guarantees 99.9% uptime. We can do this confidently as we have had zero unplanned downtimes throughout our time hosting clients over the past decade.

Software Upgrades

For each hosted client, we maintain a LIVE environment and a TEST environment. After internal testing by our own staff, significant updates are first deployed to the client TEST environment, where the client staff can test. Once the client approves, we schedule deployment to the LIVE environment. Software bugs in live environments are always prioritized and addressed as a high priority item.

Backup and Disaster Recovery Procedures

We utilize a robust state-of-the-art backup and disaster recovery methodology. Our off-site data center employs Microsoft's server technologies and is fully virtualized, including redundant on-line and near-line servers. Using Hyper-V Live Migration, virtual servers can be moved at will between physical servers, so server maintenance and upgrades can occur without downtime.

Currently, we use the "3-2-1" backup methodology; three secure copies of the data, two different mediums, and one copy offsite. Three secure copies are: a) local shadow copy on the Virtual Servers, b) nightly full backup to a network SAN, and c) an encrypted offsite backup to the Servosity cloud service. We also use Servosity's offsite retention policy; the nightly backup keeps application data for one week, the Monday backup keeps data for 6 months, and the first backup of the month keeps data for one year.

For Disaster Recovery we use Hyper-V replica with a 5-minute sync interval to an offsite server with a manual external DNS update if a failover were to occur.

All backups and replications, servers and Network SAN, are setup to notify on failure and are reviewed daily and audited twice a month for data integrity.

Server Backup:

We backup the Virtual Machines themselves, e.g. the Servers that run IIS, SQL and IDS/IPS services, as well as the application data, nightly with Windows Shadow Copy, for one "local server" backup, and one "off server" backup to a network SAN. The Virtual Machine backups that are on the SAN are retained for 4 weeks. The SAN that stores the backups has a RAID 50 Array that allows for four concurrent drive failures, with use of two hot spares, before any data loss occurs.

Application Backup:

For Application Data backup we use Windows Shadow Copies within the Virtual Machine for near zero data recovery time and Servosity integration with SQL and Windows Server to back up data offsite. The Application Data is also backed up with the nightly Virtual Machine backup to the Network SAN for separation of medium.

Disaster Recovery:

For Disaster Recovery we use Hyper-V replica to replicate the Virtual Machines Servers through a secure VPN to an offsite location that receives the current state of the Virtual Machines every 5 minutes. If our primary site fails we can spin up the Virtual Machines on the Replica Server and update DNS to point to the secondary site.

Dacra Software as a Service Municipal Agreement

Appendix F – Illinois Compliance Affidavit

The following is provided as a standard Compliance Affidavit.

As a condition of entering into a contract, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the Dacra Software, IT-Stability (the “Vendor”), and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: TAX COMPLIANCE

1. The undersigned on behalf of the Vendor certifies that neither the undersigned nor the entity is barred from contracting with the City because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The Vendor understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 2: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the Vendor’s non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the Vendor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department’s Rules and Regulations for Public Contract’s) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation hereunder.

5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulation fro Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract's obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause be such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 3: ILLINOIS DRUG FREE WORK PLACE ACT

The Vendor through the undersigned will publish a statement:

1. Notifying the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place;
2. Specifying the action that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract of the City, the employee will:
 - A. Abide by the terms of the statement;
 - B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establish a drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The policy of maintaining a drug-free work place;
 - C. Any available drug counseling, rehabilitation or employee assistance programs;
 - D. The penalties that may be imposed upon an employee for drug violations.

- 5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City, and shall post the statement in a prominent place in the work place.
- 6. The undersigned will notify the City within ten (10) days of receiving notice of an employee's conviction.
- 7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
- 8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place shall:
 - A. Take appropriate action against such employee up to and including termination;
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 4: SEXUAL HARASSMENT POLICY

The undersigned on behalf of the Vendor certifies that a written sexual harassment policy pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) exists.

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

- 1. The illegality of sexual harassment;
- 2. The definition of sexual harassment under State law;
- 3. A description of sexual harassment, utilizing examples;
- 4. The vendor's internal compliant process, including penalties;
- 5. The legal recourse, investigative and compliant process available through the Department of Human Rights, and the Human Rights Commission;
- 6. Directions on how to contract the Department and Commission;
- 7. Protection against retaliation as provided by 6-101 of the Act.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION OF THE CONTRACT AND ARE INCORPORATED WITHIN THE TERMS OF THE CONTRACT.

SIGNATURE: 

NAME: Zlatko Koprivec

TITLE: President of IT-Stability