



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider Approval of two (2) year renewal of the contract between the City of Geneva and Dacra Tech LLC. for ticketing software and towing related hearings		
Presenter & Title:	Chief Eric M. Passarelli		
Date:	November 1, 2021		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS II			
Estimated Cost: \$38,640	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>The second year of this proposed contract will be included for consideration in the 2023 budget.</i>			
<b>Executive Summary:</b>			
Our previous contract with Dacra Tech LLC. is nearing its expiration. This software is utilized in squad cars, and building, for the issuance of state citations, warning tickets, parking tickets and managing tow hearings. This proposed renewal is for a two (2) year period of time. The cost for the first year is being held at our current monthly rate. There is a 4.5% increase in the second year of the contract. We have been very satisfied with this product. It plays an integral role in our day to day operations.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• DACRA Software License Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority of affirmative votes for passage.</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
Consider Resolution Authorizing Execution of an Agreement with Dacra Tech LLC.			

**RESOLUTION NO. 2021-92**

**RESOLUTION AUTHORIZING EXECUTION OF  
Two (2) year contract renewal between the City of Geneva and DACRA Tech LLC.**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Reciprocal Reporting Agreement between the City of Geneva and Geneva School District #304, in the form attached hereto at Exhibit "A", relating to the contract renewal for software utilized for issuance of state citations, warning tickets, and parking tickets. In addition, it is utilized to manage tow hearings.

**SECTION 2:** This Resolution shall become 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 15th day of November, 2021.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 15th day of November, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Amendment #2**  
to  
**DACRA Software Service License Agreement**  
**City of Geneva**

This Amendment # 2 (“**Amendment #2**”) is dated October 8, 2021 (the “**Amendment # 2 Effective Date**”), by and among the City of Geneva (“**City of Geneva**”) and DACRA Tech LLC (“**DACRA**”), parties to the DACRA SaaS Agreement executed on October 10, 2018 (the “Original Agreement”) as amended by the Amendment executed on November 10, 2020 (the “**Amendment #1**”). The Original Agreement and Amendment #1 are hereinafter collectively referred to as the “**Prior Agreement**”.

Whereas the City of Geneva and DACRA have mutually agreed to extend the term and modify other terms of the Prior Agreement pursuant to the terms outlined herein.

The Prior Agreement shall be amended as follows:

1. Incorporation of Recitals: The foregoing recitals are herein incorporated herein in this paragraph as if set forth herein in their entirety.
2. The Term as outlined in the Prior Agreement shall be modified to include the following:

The Initial Term of the Agreement shall terminate on October 9, 2021 (the “**Initial Term**”). After the Initial Term, this Agreement shall be extended to April 30, 2024 (the “**Renewal Term**”). After the Renewal Term, this Agreement shall automatically renew in successive periods of one (1) year each, unless either party serves written notice to the other a minimum of 90 days prior to the end of the relevant Term then in effect. During each renewal period, all terms and conditions shall continue unchanged, except that the Monthly Subscription Fee, including both the Minimum Monthly Fee and the Monthly Usage Fee, shall increase 4.5% for each year of the renewal period. (The Initial Term, Renewal Term, and any successive renewal terms shall collectively be referred to as the “**Term**”).

3. The Monthly Subscription Fee as outlined in the Prior Agreement, shall be modified to include the following:

Monthly Subscription Fee	Date	Amount
Minimum Monthly Fee:	Amendment # 2 Effective date to April 30, 2023	\$1,575.00 per month

	May 1, 2023 to April 30, 2024	\$1,645.00 per month
Monthly Usage Fee:	Amendment # 2 Effective date to April 30, 2023	Per Adjudication Citation and administrative Tow Ticket processed in the system: \$2.10  Per Finding Decision, and Order "FDO" processed in the system: \$2.10
	May 1, 2023 to April 30, 2024	Per Adjudication Citation and administrative Tow Ticket processed in the system: \$2.19  Per Finding Decision, and Order "FDO" processed in the system: \$2.19

4. Except as set forth in this Amendment #2, the Prior Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment #2 and the Prior Agreement, the terms of this Amendment #2 shall prevail.
5. This Amendment #2 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 Amendment #2 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.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 as of the date written below.

City of Geneva:

DACRA Tech LLC:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: Robert Schur

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: October 15, 2021