

Amendment #1
to
Standard Terms and Conditions -
Administrative Building Code &
Municipal Ordinance Violation Enforcement, Municipal Offense System
Village of Homewood

This Amendment #1 (the "**Amendment #1**") is dated January 5, 2023, by and among Village of Homewood ("**Village of Homewood**"), and Municipal Systems LLC, a DACRA Tech company ("**Municipal Systems**") and shall be effective on May 1, 2023 (the "**Amendment #1 Effective Date**").

Whereas Village of Homewood is a party to the Standard Terms and Conditions – Administrative Building Code and Municipal Ordinance Violation Enforcement agreement dated November 26, 2007, as amended by the Addendum to Standard Terms and Conditions (Municipal Offense Violation Enforcement Hearing System) dated January 25, 2010 (the "**ABC MOVE Agreement**"),

Whereas Village of Homewood is party of to the Standard Terms and Conditions covering the Administrative Adjudication System agreement dated November 16, 1995 as amended by the Addendum to Standard Terms and Conditions (Administrative Parking and Compliance Hearing System) dated January 25, 2010 (the "**MOS Agreement**"),

Whereas the ABC MOVE Agreement and the MOS Agreement were assigned by Municipal Systems Inc. to Municipal Systems LLC, as notified by the Notice of Assignment dated January 25, 2021. The ABC Move Agreement and the MOS Agreement, as assigned, shall hereinafter collectively be referred to as the "**Original Agreements**". The deliverables from Municipal Systems under the respective Original Agreements shall be referred to as the "**Service**",

Whereas the parties have agreed to amend and extend certain terms and conditions of the Original Agreements 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 Article 1.03 of the ABC MOVE Agreement and Article I of the MOS Agreement shall each be modified as follows:

The Initial Term of this Agreement shall terminate on August 31, 2022 (the "**Initial Term**"). After the Initial Term, the Agreement shall be extended to April 30, 2025 (the "**Extended Term**"). After the Extended Term, this Agreement shall automatically renew in successive periods of one (1) year each, beginning on January 1 of each year, 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 in this Agreement shall continue unchanged except that the Monthly Amount (the “Monthly Service Fee”) shall increase 4.5% for each renewal period. (The Initial Term, Extended Term and any successive renewal terms shall collectively be referred to as the “Term”).

3. The Compensation as outlined in Article 3 of the ABC MOVE Agreement and the MOS Agreement shall each be modified to provide for the following as follows:

Monthly Service Fee:

In exchange for the licensed use of the Service, Municipality will be billed a Monthly Service Fee consisting of a Base Monthly Fee and an Additional Monthly Fee as follows:

Base Monthly Fee:	<u>September 1, 2022 to April 30, 2023</u>	No change from the current fees outlined in the respective Original Agreements
	<u>May 1, 2023 to April 30, 2024</u>	\$1,200.00 per month
	<u>May 1, 2024 to April 30, 2025</u>	\$1,254.00 Per Month
Additional Monthly Fee:		
	First 500 citations / warnings issued per month	Included
	Each additional citation / warning issued per month in excess of 500	
	<u>May 1, 2023 to April 30, 2024</u>	\$3.00 per citation / warning issued
	<u>May 1, 2024 to April 30, 2025</u>	\$3.14 per citation / warning issued

4. Notices – all notices required under the Original Agreements shall be modified as follows:

If to DACRA Tech LLC / Municipal Systems LLC:
 707 Osterman Ave.
 Unit 1693
 Deerfield, IL 60015
 Attn: Dave Braner

5. Except as set forth in this Amendment #1, the Original Agreements remain unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment #1 and the Original Agreements, the terms of this Amendment #1 shall prevail.

6. Other Agreements:
 - a. Notwithstanding anything herein to the contrary, the Collection Services Agreement dated October 23, 2012 between Village of Homewood and Municipal Collections Services Inc, as assigned to Municipal Collections Services LLC, per the Notice of Assignment letter dated June 1, 2021 (the “**Collections Agreement**”) shall remain in full-force and shall not be modified by this Agreement.
 - b. Notwithstanding anything herein to the contrary, the Agreement for Web-Based Payment Services dated January 25, 2010 between Village of Homewood and Violations Payment.com, Inc., which was assigned to Violations Payment.com LLC, as notified by the Notice of Assignment dated May 14, 2021 (the “**Web Payments Agreement Agreement**”) shall remain in full-force and shall not be modified by this Agreement.

7. This Amendment #1 may be executed in two or more counterparts and may be executed by electronic means, including but not limited to PDF, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Amendment #1 signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.


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IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date first above written.

Village of Homewood

Municipal Systems LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: Dave Braner

Title: _____

Title: Chief Executive Officer

Date: _____

Date: 1/5/23