

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 9, 2022 AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 831 2776 6663

Written Public Comments Can Be Submitted By 6:15 P.M. on May 9, 2022, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Regular Board Meeting - April 25, 2022](#) (APPROVE)
 - c. [Minutes - Special Board Meeting - Committee of the Whole April 25, 2022](#) (APPROVE)
 - d. [Warrants \\$284,692.93](#)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS (ADOPT)

PRIOR BUSINESS

7. TRUSTEE REPORTS
8. ATTORNEY'S REPORT
9. CLERK'S REPORT
10. ADMINSTRATOR'S REPORT
11. MAYOR'S REPORT
12. EXECUTIVE SESSION
13. ADJOURNMENT

MINUTES OF THE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 25, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank A. Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Debbie Hahn, Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Chief Robert Schaller, Deputy Clerk Christine Mardegan, and Municipal Services Foreman AJ Passero.

Present via conference call Trustee Umberto Davi and Deputy Chief Lauren Kaspar.

Absent: None.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Neal to lead everyone in saying the Pledge of Allegiance.

MOTION - Motion to Allow Trustee Davi to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Trustee Davi to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to allow Mayor Trilla to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

4. VISITORS' BUSINESS

None presented and no written comments were received.

5. MOTION - MOTION TO APPROVE THE HIRING OF THE DIRECTOR OF PARKS AND RECREATION - DUSTIN KLEEFISCH (PASS)

Assistant Administrator Halloran shared that the Village received forty applicants for this position. Dustin Kleefisch is currently Superintendent of Recreation in the Westmont Park District. He brings ten plus years' experience, a master's degree, with certification in Parks and Recreation. He has overseen large events such as Beer Fest and contributed to redevelopment properties for park events. If the Board approves, he will start on Monday, May 9, 2022. We are excited to have him part of the team.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to allow the Village to hire Dustin Kleefisch for the Director of Parks and Recreation.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

6. OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 11, 2022 (APPROVE)
- c. Warrants - \$391,008.59
- d. ORDINANCE NO. 22-O-18- AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ACCEPTING AND APPROVING A PROPOSAL FROM NJ RYAN TREE & LANDSCAPE SERVICE, LLC FOR 2022 SPRING AND FALL BRUSH COLLECTION AT A COST NOT TO EXCEED \$34,320.00 (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

NEW BUSINESS

7. ORDINANCES RELATED TO THE REDEVELOPMENT CORRIDOR TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT

- a. ORDINANCE NO. 22-O-19 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS APPROVING THE REDEVELOPMENT CORRIDOR TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT (PASS)

Administrator Pabst presented that this has been a long process with many meetings and administrative tasks. We have notified the public in various ways which include certified mail notices, regular mail notices, and newspaper and website postings. This is our second TIF district and we are excited.

Staff therefore recommends the adoption of the three ordinances to create the TIF District, to be adopted in the following order:

1. Ordinance of the Village of Willowbrook, DuPage County, Illinois Approving the Redevelopment Corridor Tax Increment Financing District Redevelopment Project Area Redevelopment Plan and Project. This ordinance approves the Redevelopment Plan and Project for the TIF District, including the anticipated redevelopment activities, redevelopment budget and eligibility study.
2. Ordinance of the Village of Willowbrook, DuPage County, Illinois Designating the Redevelopment Corridor Tax Increment Financing District Redevelopment Project Area. This ordinance designates the TIF District boundary map.
3. Ordinance of the Village of Willowbrook, DuPage County, Illinois Adopting Tax Increment Financing for the Redevelopment Corridor Tax Increment Financing District. This ordinance adopts tax increment financing within the TIF District, which will cause DuPage County to allocate the incremental property taxes generated within the TIF District into the TIF District fund to be spent on eligible redevelopment project costs per the Redevelopment Plan and Project.

Administrator Pabst added that you cannot by law spend any money from a TIF District without Board approval. This will be filed with the DuPage County Clerk first thing tomorrow morning.

Trustee Mistele commented that one of the main issues is drainage along Executive Drive and the drainage going under Interstate 55. With the adoption of this we can initiate engineering studies to begin this work.

Administrator Pabst said, yes, we have already started the studies and final engineering will begin on both. The revenue from the TIF district will not be coming in for a few years. When it does come in it starts off slowly and grows from there. The estimate is over a million dollars per year in about 9 or 10 years. The plan is to start with the Stevenson (I-55) project and then begin working on Executive Drive.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to pass Ordinance 22-O-19 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

- b. ORDINANCE NO. 22-O-20 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS DESIGNATING THE REDEVELOPMENT CORRIDOR TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 22-O-20 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

- c. ORDINANCE NO. 22-O-21 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS ADOPTING TAX INCREMENT FINANCING FOR THE REDEVELOPMENT CORRIDOR TAX INCREMENT FINANCING DISTRICT (PASS)

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to pass Ordinance 22-O-21 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

9. ORDINANCE 22-O-22 - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER AND SMALL LOCAL GOVERNMENT CLOUD-BASED ENTERPRISE AGREEMENT FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (PASS)

Assistant Administrator state that staff is looking for approval for Geographical Information Software Systems. This software will allow staff to look up mapping capabilities. Presently we use DuPage County GIS, which has met the current needs but is unable to meet the continuing or future demands of the Village. This will help us on a day-to-day basis. This software contract provides for ongoing annual software support and maintenance of GIS mapping tools used by all Village Departments including Police, Public Works, Community Development, and the Village Administrator's office.

Mayor Trilla questioned if this will provide historical data. Assistant Administrator Halloran said it does and on an annual basis we will go through our CIP Plan and show the Board for the next five years what streets we're hitting, and we will highlight that.

Trustee Mistele asked if there is a map of primary utilities throughout the Village. Assistant Administrator Halloran said yes, and it will also go on the website, and it will show which roads are State, Village and County.

Trustee Mistele stated we currently have software in place that detects leaks. Is that correct? Foreman Passero answered that no, we utilize a company that twice a year that helps us detect leaks. We are looking for a company to do this.

Assistant Administrator Halloran continued that this is the first phase of the GIS Project. We have difficulty identify where current infrastructure is. It will help with understanding our right of way. This will be a big improvement and will help every department.

Mayor Trilla asked how much this will cost. Assistant Administrator Halloran responded \$15,000 annually for three years.

Mayor Trilla asked if we would then own the software. Assistant Administrator Halloran stated that it is leased.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to pass Ordinance 22-O-22 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele,

Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

9. ORDINANCE NO. 22-O-23 - AN ORDINANCE AMENDING SECTION 2-4-11, ENTITLED "DEPUTY CHIEFS; APPOINTMENT; REMOVAL:" OF CHAPTER 4, ENTITLED "BOARD OF POLICE COMMISSIONERS" OF TITLE 2, ENTITLED "BOARDS AND COMMISSIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)

Chief Schaller reported, as the Board is aware, that residents of the Village approved a referendum granting Willowbrook Home Rule status on April 2, 2019. The Village is expressly authorized to exercise any power and perform any function pertaining to its government and affairs, in that the Village of Willowbrook desires to provide for the use of an alternative method for hiring experienced deputy chiefs allowing the Chief of Police to appoint from any rank of sworn, full time officers of the Willowbrook Police Department or a regular police department in any municipal, county, state or Federal law enforcement agency, but must have at least five (5) years of full time service as a police officer in such department. This change allows us to look outside the Police Department for new hires. This will aid us in succession planning.

Mayor Trilla asked if the appointment will still be made with the advice and consent of the Board and the Mayor. Chief Schaller responded absolutely.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to pass Ordinance 22-O-23 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo shared that he received a call from a local accounting firm owner, Art Donner. His business is located on Quincy (Street). His concern was the property that is directly across the street from him was drawing some attention due to truck parking and debris on the property. I brought it to the attention

of Administrator Pabst, and he has investigated it and taking the necessary steps to correct this issue. I thank you for that.

Administrator Pabst added that he spoke to the owner of Compass (Arena) and was reassured that this will be taken care of immediately.

Mayor Trilla stated that this is how small government is supposed to work and thanked all involved.

Trustee Mistele had no report.

Trustee Berglund shared that she received a call from resident Karen Rivoli, she wanted me to express her thanks to the Board and Village employees for all their hard work. She is happy that she lives in Willowbrook.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Pabst asked Assistant Administer Halloran to provide the report. Assistant Administer Halloran stated that staff found out the Village was awarded a \$63,000 Grant from the State of Illinois for safe route to schools. This will include a sidewalk on the west side of Gower West which is Cherry tree Lane. I want to thank Chief Schaller who helped write the grant, AJ (Forman Passero) and his team for getting the quote and Administrator Pabst for help leading the project. This is an agreement that the Board passed last July. The total cost of the project will be \$75,000 to \$80,000 and the State will provide us with \$63,000. The Village and the school district will contribute approximately \$7,500.

14. MAYOR'S REPORT

Mayor Trilla reminded the Board about the possible lawsuit against the Federal Government. I received a call from our legal advisors stating that we are at a dead end. The attorneys we were hoping to obtain are unable to take our case currently. It is up to us to

see how we want to manage this. We could find another firm. The Government has issued a notice that it will not negotiate with us. The options we have are to find a firm in Washington, DC that would take the account on consignment or pay someone to go after this money. I feel we have come as far as we can without spending a lot of money to try and fight the government. My advice would be to cut our losses and move on, to go on in a positive direction.

Trustee Mistele asked what the Sterigenics issue has cost us to date. Mayor Trilla responded about \$800,000 which includes legal fees, environmental fee, subject-matter experts, consultants, and testing. We cannot recoup legal fees. The legal fees are about half of what we spent.

Trustee Neal related that we have gone as far as we can go for a Village our size. The other plaintiffs in the case are moving on and the courts will be filled with over two hundred plus litigants. I agree with you, Mayor. We achieved the goal with the help of Public Safety, residents, and the State of Illinois.

Trustee Ruffolo said he would echo Trustee Neal comments. We have achieved what we needed to achieve. Any additional expenditures would not be wise.

Mayor Trilla added that Burr Ridge is no longer pursuing this.

Trustee Mistele shared that we were one of twenty communities that we were able to protect our citizens by moving Sterigenics out. As this point it sounds like we are pouring money down the drain if we continued with the lawsuit.

Mayor Trilla clarified that we have not spent a lot of money in pursuit of this lawsuit.

Trustee Mistele stated that the main objective was to protect our citizens. The question that keeps recurring is in his mind, when did the EPA declare ethylene oxide as a possible carcinogen?

Mayor Trilla asked Trustee Neal if she recalled the date. Trustee Neal stated it was in 2019, when suddenly testing equipment appeared in the Village that we did not know about. The EPA was conducting testing without informing the community.

Trustee Berglund agreed with the Mayor, stating that he has the right idea. We did everything we could to help our residents and got rid of Sterigenics. Let sleeping dogs lie.

Trustee Astrella stated that he agreed, and he thanked the Mayor and the Board for all that they did.

Trustee Davi stated you must know when to hold 'em and know when to fold 'em. We need to move on to other projects.

Mayor Trilla asked Attorney Durkin to relay the message to Attorney Acker that we will not be continuing with this lawsuit. Please thank him for all is challenging work. Your firm did an outstanding job representing the Village.

Mayor Trilla thanked everyone for all their hard work in getting all this work done. We are hiring more help. Thanks to Trustee Neal for helping with the interviews.

15. CLOSED SESSION

Mayor Trilla stated there is no need for Closed Session during tonight's meeting.

16. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele adjourn the Regular Meeting at the hour of 6:59 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 25, 2022, AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 5:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Debbie Hahn, Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Gregory Ruffolo, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Chief Robert Schaller, Deputy Clerk Christine Mardegan and Municipal Services Foreman AJ Passero.

Present Via conference call Trustee Umberto Davi and Deputy Chief Lauren Kaspar.

Absent: None

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Neal to lead everyone in saying the Pledge of Allegiance.

MOTION - Motion to Allow Trustee Davi to Attend the Meeting Remotely.

Trustee Neal asked the Board to allow Trustee Davi to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to allow Trustee Davi to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

4. VISITORS' BUSINESS

No visitors present and no written comments were received.

NEW BUSINESS

5. DISCUSSION - PRESENTATION PERTAINING TO SPEED STUDY CONDUCTED FOR THE 200 BLOCK OF MIDWAY DRIVE APRIL 4th, 2022 THROUGH APRIL 15th, 2022.

Chief Schaller yielded the floor to Deputy Chief Kaspar as the in-house statistician.

Deputy Chief Kaspar referenced the 34-page study included in the agenda packet covering the speed dolly analysis for eastbound and westbound traffic in the 200 block of Midway Drive conducted in April 2022 for six days in each direction.

She provided background information from the October 2020 Eleanor Drive speed study conducted by Christopher Burke Engineering. The data gathering and data analysis was a bit different. That study identified the results in 24-hour time frames for 7 days straight. The average daily traffic for Eleanor Drive was 2000 to 2400 cars per day, over 14,000 cars in a 7-day time frame. The results showed that 40-50% of vehicles were travelling 10 mph over the speed limit of 25 mph.

The current study was conducted by Borse Park, the 200 block of Midway Drive. This area serves as a cut-through from Clarendon Hills Road to Route 83 with only one traffic device in that area. The area is approximately a half mile long, a .4 mile stretch with only one stop sign at Eleanor Drive. Borse Park is a frequently utilized area, most recently for the Easter egg hunt. In summer this area is booming with traffic, not only for use of the park but also for softball games.

This study was conducted for eastbound traffic from 4/4 to 4/9, from approximately 7:00 a.m. to 7:00 p.m. Monday through Saturday. The westbound traffic was studied from 4/10 to 4/15 for the same hours.

Over 11,000 vehicles were recorded in both directions during those time frames which is a high traffic volume for residential area. Of the eastbound vehicles, over 9991 were travelling over the 20-mph speed limit.

Although the Village has a 20-mph posted speed limit, primarily due to the presence of the park, state statute allows for a 25-mph speed limit in residential areas. The average speed of the eastbound vehicles was 25 to 27 mph. 20.7% of the vehicles were 10 mph or more over the limit. Westbound traffic showed about the same volume; over 11,000 vehicles with over 9,100 going over the posted limit of 20 mph. Westbound traffic showed an average speed of 21-24 mph. 12.7% of the 9,100 vehicles were travelling 10 mph or more over the limit.

Trustee Neal thought it was possible that the results might be affected by the methodology used in the two studies. She noted that in the speed

dolly tests, the vehicles speed is flashed as it passed and felt that a certain number of people might respond to that and drop their speed. When the Eleanor study was done, the vehicles did not know they were being monitored. She also questioned the reason behind the 20-mph speed limit; whether it was by ordinance or due to the areas proximity to parks and grade schools. Trustee Neal also reminded the Board that these studies began as a result of residents reaching out to the village and a regard for children's safety.

Mayor Trilla asked Chief Schaller and the Deputy Chief for their recommendations.

Chief Schaller felt the most concerning revelation was the sheer number of vehicles using this area. He also noted that speeds can fluctuate, and the study does not differentiate between civilian vehicles and police vehicles which use Midway Drive to access emergency calls and may be speeding which would skew the data. Based on the study, the results do not warrant a speed hump. The results may warrant the use of a solar, flashing "watch your speed" sign as is used on the 6400 block of Clarendon Hills road.

The Mayor asked if a stop sign was contemplated for the area where children would be crossing. Chief Schaller responded that it is a possibility. That can be added where you have a crosswalk. As an example, he cited the "stop for pedestrians in crosswalk" sign used by Hinsdale South High School in an attempt to slow traffic.

Trustee Neal wanted to know if Willowbrook had signs of that type. Foreman Passero indicated that 6 flashing speed limit signs had been budgeted for and were expected in early May. He noted that the locations for these signs had not yet been designated.

Mayor Trilla felt that people get desensitized to speed limit signs and wondered if there was a way to issued fines based on the proximity to the park? Chief Schaller indicated that from a traffic enforcement standpoint, the officers are looking to enforce speed limits over 25 mph. Anything over that is technically a violation and could be a written warning.

The Mayor wondered if, while the park is being developed and with a corresponding increase in foot traffic crossing Midway Drive, this might be a good time to contemplate adding a stop sign. Foreman Passero indicated that a "Yield to Pedestrians" sign could be added as long as there is a crosswalk. The Mayor asked if perhaps both, a flashing speed limit and a yield to pedestrians sign could be added. Foreman Passero again noted that they can be added if there is an actual marked crosswalk and that he would ask the park contractor to provide a quote on adding a crosswalk.

Trustee Neal commented that if there are actions that can be taken now, based on the plans for the park expansion, that might be considered before the other park opens up. The Mayor agreed and indicated that he would like to see a stop sign in this area before the park on the south side of the street opens. Chief Schaller agreed with this reasoning as well.

Trustee Mistele asked if the numbers from the study are for the entire testing period? Deputy Chief Kaspar indicated that, yes, the data tables in the study are for the entire testing period, 12 hours a day for 6 days. Chief Schaller added that the goal in using the speed dolly was to capture traffic in the early morning hours through rush hour when people would be using the park, after 7 traffic dies down. Trustee Mistele suggested a crossing similar to that used at the high school (Hinsdale South) between the parking lot and the school (crossing Clarendon Hills Road). Chief Schaller agreed that the goal was to direct pedestrians to cross in one specific area, not all over.

The Mayor asked Trustee Neal for direction now that this information has been reviewed. Trustee Neal asked Foreman Passero to contact his sources for additional information on signage and crosswalks. Foreman Passero indicated that the signage should be received by May 1 and could be installed within the next 2 weeks. Trustee Neal asked him to work in concert with the Village administration and police department to determine best locations. The Mayor agreed that this was just step one and he would like to see a stop sign in the area as the end result.

6. DISCUSSION - ROTH 457 DISCUSSION

Chief Financial Officer Rock presented the information on the ROTH 457. He indicated that the current provider, Nationwide, is looking to add an option for their retirement investments to include both a traditional 457 plan and a Roth 457 option. He explained that the biggest difference between the plans is in taking distribution. Distributions from a Roth plan is tax-free because the taxes are deducted before contributions are made.

Mayor Trilla added that the advantage to paying taxes now is while the account is small rather than later after the amount has grown.

A question was raised on what class of employees this was being considered for. Chief Financial Officer Rock indicated that it applied to all employees currently eligible for the 457 plan as it is not a separate plan, but rather an option for the current Nationwide plan. The employee can choose to contribute to the traditional 457, the Roth 457 or both. Trustee Neal asked what the current dollar amounts are for contributions. Chief Financial Officer Rock indicated that it is the same as the traditional plan. For 2022, Roth contribution limits are \$20,500 and for investors 50 years and older \$27,000.

Assistant Administrator Halloran noted that these changes are in line with the board's direction to provide more health insurance and other benefit options, including financial to employees. He added that there is no additional cost to the village to add this option.

Trustee Neal remarked that these types of benefits help attract as well as retain employees. The Mayor asked if Board action was required. Assistant Administrator Halloran indicated that this update on the option is being provided in an effort to remain transparent with the Board and that before moving forward with offering this option, staff would return to the Board for action.

Various trustees and the Mayor voiced support for moving forward with offering this option.

7. DISCUSSION - PROPOSAL TO ENGAGE GOVHR TO PROVIDE CONTRACTED ON-DEMAND HUMAN RESOURCES SERVICES

Assistant Administrator Halloran indicated that the proposal to engage a human resources service had been previously discussed at the January 17th budget meeting as a strategic priority.

At the January 17, 2022, Budget Workshop, Village staff outlined the 2022-2023 Proposed Special Projects. As part of that project list, Village staff listed the analysis of Human Resources Services as a top priority for 2022-2023. Since that time, staff has begun evaluating existing and proposed services. Several communities across the state have dedicated Human Resources Departments or staff.

In the recent past, two members of the Village staff have been dedicated to all Human Resource tasks while managing other tasks such as day-to-day responsibilities of the Finance Department and duties related to the Assistant Village Administrator position. There has never been a dedicated position for Human Resources within the Village. This type of structure is consistent in neighboring municipalities. Information was gathered from Burr Ridge, Clarendon Hills, LaGrange, Oak Brook and Western Springs. Only Oak Brook has dedicated human resources staff.

During this evaluation, it became apparent to staff that not all responsibilities were included in the recent past from previous and current staff. The reluctance to provide all resources was due to the lack of capacity. A major drawback of the current system is staying up to date with constantly changing laws. The regulations must be constantly monitored to remain current.

An option being considered is to provide these services through an on-demand consultant with the firm GovHR. Consulting services and Human Resource services are core components of GovHR's business model.

Under the proposed model, GovHR would provide on-demand services for the following responsibilities:

- Review and management of FMLA, FLSA, and ADA responsibilities
- Assist in employee onboarding
- Review and update job descriptions
- Assist staff in personnel issues.
- Field Human Resource questions
- Advice on employee relations such as disciplinary, disputes, investigations and performance improvement programs
- Feedback regarding employee compensation.

This proposed model would not involve any permanent staff or require any office space to be utilized.

The Mayor relayed a question from Trustee Davi regarding the cost structure? Assistant Administrator Halloran indicated that the fees were hourly with no minimum. In response to Trustee Mistele's question, he indicated that services would be provided on an "as needed" basis.

Mayor Trilla indicated his support for the proposal and that the staff who currently provide these functions are better served doing the jobs they're better at. He also noted it gives employees professional assistance when needed. Trustee Neal added that she felt this was a service that has been missing for quite a while.

8. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 5:59 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

May 9, 2022

GENERAL CORPORATE FUND	-----	\$219,080.29
WATER FUND	-----	\$16,120.28
MOTOR FUEL TAX FUND	-----	34,472.36
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND	-----	\$15,020.00
TOTAL WARRANTS	-----	\$284,692.93

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/27/2022	APCH	98523	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	4,709.18
05/04/2022	APCH	98524	POSTMASTER	PRINTING & PUBLISHING	710-302	35	449.05
05/09/2022	APCH	249 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	55.40
				OFFICE SUPPLIES	455-301	10	24.00
				OFFICE SUPPLIES	455-301	10	9.08
				OFFICE SUPPLIES	455-301	10	8.99
				OFFICE SUPPLIES	455-301	10	18.99
				OFFICE SUPPLIES	455-301	10	99.16
				OFFICE SUPPLIES	455-301	10	161.59
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	59.84
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	15.99
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	39.89
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	20.90
				OFFICE SUPPLIES	630-301	30	64.47
				CHECK APCHK 249(E) TOTAL FOR FUND 01:			578.30
05/09/2022	APCH	250 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	23.70
				OFFICE SUPPLIES	455-301	10	79.96
				OFFICE SUPPLIES	455-301	10	27.98
				OFFICE SUPPLIES	455-301	10	89.89
				OFFICE SUPPLIES	455-301	10	30.19
				OFFICE SUPPLIES	455-301	10	61.50
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	27.98
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	32.99
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	7.89
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	10.49
				MAINTENANCE - VEHICLES	630-409	30	455.61
				CHECK APCHK 250(E) TOTAL FOR FUND 01:			848.18
05/09/2022	APCH	251 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	15.74
				OFFICE SUPPLIES	455-301	10	8.99
				OFFICE SUPPLIES	455-301	10	12.35
				OFFICE SUPPLIES	455-301	10	147.78
				OFFICE SUPPLIES	455-301	10	34.99
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	8.91
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	13.99
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	14.78
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	54.88
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	12.79
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	16.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	27.99
				OFFICE SUPPLIES	630-301	30	12.99
				CHECK APCHK 251(E) TOTAL FOR FUND 01:			382.81
05/09/2022	APCH	252(E)	FIRST NATIONAL BANK OMAHA	FEES/DUES/SUBSCRIPTIONS AND LATE FEE	455-307	10	51.00
				PUBLIC RELATIONS	475-365	10	154.25
				CHECK APCHK 252(E) TOTAL FOR FUND 01:			205.25
05/09/2022	APCH	98525*#	ACCESS ONE, INC.	PHONE - TELEPHONES	455-201	10	568.51
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	49.30
				PHONE - TELEPHONES	455-201	10	61.96
				INTERNET/WEBSITE HOSTING	460-225	10	400.00
				PHONE - TELEPHONES	455-201	20	102.95
				PHONE - TELEPHONES	455-201	20	102.95
				PHONE - TELEPHONES	630-201	30	2,518.07
				INTERNET/WEBSITE HOSTING	640-225	30	400.00
				TELEPHONES	710-201	35	102.95
				CHECK APCHK 98525 TOTAL FOR FUND 01:			4,355.99
05/09/2022	APCH	98526	ARTISTIC ENGRAVING	UNIFORMS	630-345	30	1,848.16
05/09/2022	APCH	98528	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	605.00
				MAINTENANCE - VEHICLES	630-409	30	585.23
				CHECK APCHK 98528 TOTAL FOR FUND 01:			1,190.23
05/09/2022	APCH	98529	BLA, INC.	PLAN REVIEW - PLANNER	520-257	15	450.00
05/09/2022	APCH	98530	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	425.00
05/09/2022	APCH	98531	CHICAGO SUN-TIMES, INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	3,244.00
05/09/2022	APCH	98532	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10	85.50
				PERSONNEL RECRUITMENT	455-131	10	42.00
				CHECK APCHK 98532 TOTAL FOR FUND 01:			127.50
05/09/2022	APCH	98533#	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	1,120.32
				MAINTENANCE - BUILDING	466-228	10	1,120.32
				MAINTENANCE - BUILDING	630-228	30	117.21
				CHECK APCHK 98533 TOTAL FOR FUND 01:			2,357.85

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/09/2022	APCH	98534	CLARKE AQUATIC SERVICES INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	868.71
05/09/2022	APCH	98535	CLEANSWEEP	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,265.74
05/09/2022	APCH	98536	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40	747.00
05/09/2022	APCH	98537	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	325.00
05/09/2022	APCH	98538#	COMED	MAINTENANCE - BUILDING	466-228	10	1,165.89
				ENERGY - STREET LIGHTS	745-207	35	633.19
				ENERGY - STREET LIGHTS	745-207	35	1,033.83
				ENERGY - STREET LIGHTS	745-207	35	79.62
				ENERGY - STREET LIGHTS	745-207	35	137.52
				CHECK APCHK 98538 TOTAL FOR FUND 01:			3,050.05
05/09/2022	APCH	98539	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE - VEHICLES	735-409	35	1,113.96
05/09/2022	APCH	98540	DANIEL POLFLIET	JAIL SUPPLIES	650-343	30	40.00
05/09/2022	APCH	98541	DESIGN PERSPECTIVES INC	PARK IMPROVEMENTS - NEIGHBORHOOD PARK	595-695	20	600.00
05/09/2022	APCH	98542	DU-COMM	RADIO DISPATCHING	675-235	30	72,490.25
				RADIO DISPATCHING	675-235	30	3,699.01
				CHECK APCHK 98542 TOTAL FOR FUND 01:			76,189.26
05/09/2022	APCH	98543	DUPAGE COUNTY TREASURER	EDP LICENSES	640-263	30	750.00
05/09/2022	APCH	98544	ELEMENT CONSULTING NETWORK	PERSONNEL RECRUITMENT	455-131	10	2,000.00
05/09/2022	APCH	98545	ELROD FRIEDMAN LLP	FEES - SPECIAL ATTORNEY	470-241	10	346.50
05/09/2022	APCH	98548	FIRESTONE TIRE & SERVICE	MAINTENANCE - VEHICLES	630-409	30	660.80
05/09/2022	APCH	98550	FRONTLINE PUBLIC SAFETY SOLUTION	FEES/DUES/SUBSCRIPTIONS	630-307	30	1,575.00
05/09/2022	APCH	98551	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	182.33
05/09/2022	APCH	98552*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	700.00
05/09/2022	APCH	98554	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	330.00
				PHONE - TELEPHONES	455-201	10	400.00
				PHONE - TELEPHONES	455-201	10	130.00
				PHONE - TELEPHONES	455-201	10	236.25
				PHONE - TELEPHONES	455-201	10	41.25
				CHECK APCHK 98554 TOTAL FOR FUND 01:			1,137.50
05/09/2022	APCH	98557	INDUSTRIAL ELECTRICAL SUPPLY	OPERATING EQUIPMENT	755-401	35	221.57

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/09/2022	APCH	98558	INT. INST.OF MUNICIPAL CLERKS	FEES/DUES/SUBSCRIPTIONS	410-307	05	290.00
05/09/2022	APCH	98559	JOSEPH LAVALLE	UNIFORMS	630-345	30	540.72
05/09/2022	APCH	98561	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	7,400.00
05/09/2022	APCH	98562	KEVRON PRINTING & DESIGN INC	PRINTING & PUBLISHING	810-302	40	50.00
				PRINTING & PUBLISHING	810-302	40	795.00
				CHECK APCHK 98562 TOTAL FOR FUND 01:			845.00
05/09/2022	APCH	98563	KLEIN, THORPE & JENKINS, LTD.	FEES - SPECIAL ATTORNEY	470-241	10	1,408.00
05/09/2022	APCH	98564	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	497.13
				COPY SERVICE	630-315	30	120.33
				COPY SERVICE	630-315	30	75.56
				COPY SERVICE	630-315	30	118.87
				CHECK APCHK 98564 TOTAL FOR FUND 01:			811.89
05/09/2022	APCH	98565	LANER MUCHIN	FEES - LABOR COUNSEL	470-242	10	427.54
05/09/2022	APCH	98566	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	20,100.00
05/09/2022	APCH	98567	LORI RINELLA	UNIFORMS	630-345	30	292.24
05/09/2022	APCH	98568	MATTHEW VANDERJACK	UNIFORMS	630-345	30	809.69
05/09/2022	APCH	98570	MICHELLE STRUGALA	EMPLOYEE RECOGNITION	630-309	30	21.60
05/09/2022	APCH	98571	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	860.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,670.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	185.08
				STREET & ROW MAINTENANCE OTHER	755-328	35	239.48
				CHECK APCHK 98571 TOTAL FOR FUND 01:			2,954.56
05/09/2022	APCH	98573	NANCY GROSSI	OPERATING EQUIPMENT	755-401	35	75.59
05/09/2022	APCH	98574	NCPERS GROUP LIFE INSURANCE	EMP DED - SUPPLEMENTAL LIFE INSURANC	210-213	00	160.00
05/09/2022	APCH	98575	NORTH EAST MULTI REGIONAL TRNG.	FEES/DUES/SUBSCRIPTIONS	630-307	30	2,280.00
05/09/2022	APCH	98576	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	131.00
05/09/2022	APCH	98577	ORBIS SOLUTIONS	EDP LICENSES	815-263	40	720.00
				EDP LICENSES	815-263	40	5,898.00
				CHECK APCHK 98577 TOTAL FOR FUND 01:			6,618.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
05/09/2022	APCH	98578#	RAGS ELECTRIC, INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	262.50
				MAINTENANCE - STREET LIGHTS	745-223	35	378.48
				MAINTENANCE - STREET LIGHTS	745-223	35	664.45
				MAINTENANCE - STREET LIGHTS	745-223	35	629.28
				CHECK APCHK 98578 TOTAL FOR FUND 01:			1,934.71
05/09/2022	APCH	98579	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	725.63
05/09/2022	APCH	98580	RCH ROOFING CONSTRUCTION	MAINTENANCE - SALT BINS			** VOIDED **
05/09/2022	APCH	98581	REDGRAVE, LLP	CONSULTING FEES - CLERICAL	471-253	10	40.00
05/09/2022	APCH	98582	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	854.84
				CONSULTING FEES - CLERICAL	471-253	10	679.29
				CHECK APCHK 98582 TOTAL FOR FUND 01:			1,534.13
05/09/2022	APCH	98583	RUSSO'S POWER EQUIPMENT	OPERATING EQUIPMENT	755-401	35	349.99
05/09/2022	APCH	98584	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	263.90
05/09/2022	APCH	98585	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	510.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	615.00
				CHECK APCHK 98585 TOTAL FOR FUND 01:			1,125.00
05/09/2022	APCH	98587	TBK ASSOCIATES INC	EDP EQUIPMENT/SOFTWARE	460-212	10	7,000.00
05/09/2022	APCH	98589	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	43.00
05/09/2022	APCH	98590	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	1,242.00
05/09/2022	APCH	98591	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	386.60
				ROAD SIGNS	755-333	35	340.20
				CHECK APCHK 98591 TOTAL FOR FUND 01:			726.80
05/09/2022	APCH	98592	TREE TOWNS IMAGING & COLOR GRAPH	COPY SERVICE-REIMB	810-315	40	73.96
05/09/2022	APCH	98593	TREK BICYCLE STORE OF DOWNERS GR	UNIFORMS	630-345	30	99.98
				MAINTENANCE - VEHICLES	630-409	30	368.93
				CHECK APCHK 98593 TOTAL FOR FUND 01:			468.91
05/09/2022	APCH	98594	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	840.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,052.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,040.00
				CHECK APCHK 98594 TOTAL FOR FUND 01:			7,932.00
05/09/2022	APCH	98595	VERRA MOBILITY	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
				RED LIGHT - COM ED	630-248	30	2,625.30
				CHECK APCHK 98595 TOTAL FOR FUND 01:			25,100.30
05/09/2022	APCH	98596#	WAREHOUSE DIRECT	MAINTENANCE - BUILDING	466-228	10	35.09
				MAINTENANCE - BUILDING	466-228	10	17.93
				OFFICE SUPPLIES	810-301	40	39.46
				CHECK APCHK 98596 TOTAL FOR FUND 01:			92.48
05/09/2022	APCH	98597#	WESTERN FIRST AID & SAFETY	OFFICE SUPPLIES	630-301	30	82.96
				OPERATING EQUIPMENT	630-401	30	277.50
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	46.27
				CHECK APCHK 98597 TOTAL FOR FUND 01:			406.73
05/09/2022	APCH	98598	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	1,950.00
05/09/2022	APCH	98599	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
05/09/2022	APCH	98600	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	960.00
05/09/2022	APCH	98601	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	100.00
05/09/2022	APCH	98602#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	60.00
				CHECK APCHK 98602 TOTAL FOR FUND 01:			120.00
05/09/2022	APCH	98603	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
05/09/2022	APCH	98605#	RBH CONSTRUCTION, LLC	MAINTENANCE - BUILDING	466-228	10	7,200.00
				MAINTENANCE - SALT BINS	725-414	35	1,500.00
				CHECK APCHK 98605 TOTAL FOR FUND 01:			8,700.00
				Total for fund 01 GENERAL FUND			219,080.29

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
05/09/2022	APCH	98525*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	102.95
				PHONE - TELEPHONES	401-201	50	102.95
				CHECK APCHK 98525 TOTAL FOR FUND 02:			205.90
05/09/2022	APCH	98527	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	746.00
				LEAK SURVEYS	430-276	50	744.00
				LEAK SURVEYS	430-276	50	836.00
				CHECK APCHK 98527 TOTAL FOR FUND 02:			2,326.00
05/09/2022	APCH	98547	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,100.00
05/09/2022	APCH	98549	FOX TOWN PLUMBING INC	WELLHOUSE REPAIRS & MAINTENANCE - L.H	425-473	50	1,003.00
05/09/2022	APCH	98552*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,900.00
05/09/2022	APCH	98553	HBK WATER METER SERVICE	METER REPLACEMENT	435-462	50	265.00
05/09/2022	APCH	98555	HINSDALE NURSERIES, INC.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	112.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	56.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	112.00
				CHECK APCHK 98555 TOTAL FOR FUND 02:			280.00
05/09/2022	APCH	98560	JSN CONTRACTORS SUPPLY	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	287.28
05/09/2022	APCH	98569	METROPOLITAN INDUSTRIES INC	IT CONSULTING	417-306	50	138.00
05/09/2022	APCH	98572	MRS ROBERT WARREN	WATER USAGE	310-712	00	82.29
05/09/2022	APCH	98586	TAMELING INDUSTRIES	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	140.40
05/09/2022	APCH	98588	TEMPERATURE ENGINEERNG INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	1,133.14
				REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	1,856.08
				CHECK APCHK 98588 TOTAL FOR FUND 02:			2,989.22
05/09/2022	APCH	98604	YORK UTILITY SERVICES	WATER USAGE	310-712	00	403.19
				Total for fund 02 WATER FUND			16,120.28

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 04 MOTOR FUEL TAX FUND							
05/09/2022	APCH	98556	ILLINOIS DEPT. OF TRANSPORTATION	STREET MAINTENANCE CONTRACT	430-684	56	34,472.36
				Total for fund 04 MOTOR FUEL TAX FUND			34,472.36

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &							
05/09/2022	APCH	98546	ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	4,100.00
				ENGINEERING	920-245	75	7,790.00
				ENGINEERING	920-245	75	3,130.00
				CHECK APCHK 98546 TOTAL FOR FUND 14:			15,020.00
				Total for fund 14 LAND ACQUISITION, FACILITY, E			15,020.00
TOTAL - ALL FUNDS							284,692.93

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

AGENDA NO. 6.

AGENDA DATE: 05/09/22

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE:



LEGAL REVIEW: Michael Durkin, Village Attorney

SIGNATURE:

Michael Durkin / jw

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE:

B. Pabst

REVIEWED & APPROVED BY PSC: YES ☐ NO ☒ N/A ☐

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

During pervious Public Safety Meetings and Budget hearings, the Board discussed the implementation of additional Automatic License Plate Readers (ALPR) within the Village of Willowbrook. These ALPR would target hotspot locations that additional law Enforcement resources would benefit. ALPR'S leverage NCIC databases to quickly alert Law Enforcement. Research conducted identified FLOCK Safety as ALPR provider that provides cutting edge technology not only for Law Enforcement applications but also Homeowner Associations. Numerous municipalities in the surrounding area utilize FLOCK Safety which increases the network to connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply the search capacity.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Flock Safety's ALPR system securely captures images while the proprietary machine learning algorithm uses Vehicle Fingerprint technology to identify the license plate, vehicle make, type, and color. Search by vehicle type, make, color, license plate (partial, missing, or covered plates), temporary plates, license plate state. Flock Safety cameras are completely infrastructure-free, powered by LTE and solar.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 22-R- ____

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN FLOCK GROUP, INC. AND THE VILLAGE OF WILLOWBROOK FOR THE INSTALLATION AND MAINTENANCE OF ADDITIONAL AUTOMATIC LICENSE PLATE READERS

WHEREAS, the Village of Willowbrook (the “Willowbrook”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the Village Public Safety Committee solicited a proposal from Flock Group, Inc. for the installation and maintenance of Automatic License Plate Readers (ALPR) within the Village; and

WHEREAS, the Village of Willowbrook previously contracted with Flock Group, Inc. for the installation and maintenance of two (2) APLR’s within the Village; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the health, welfare and safety of the residents and visitors to the Village to purchase eight (8) additional ALPRs upon the terms, conditions and costs set forth in that certain Flock Group, Inc. Proposal and Government Agency Customer Agreement attached hereto as Exhibit “A” and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. That certain proposal submitted by Flock Group, Inc. for the installation and maintenance of eight (8) Automatic License Plate Reader cameras for an initial term of two (2) years upon the terms and conditions set forth in that certain Proposal and Government Agency

Agreement attached hereto as Exhibit “A” and made a part hereof are hereby accepted and approved.

SECTION 2. The Police Chief of the Village be and is hereby authorized and directed to execute that certain Flock Group, Inc. Service Agreement Order form and Government Agency Customer Agreement on behalf of the Village of Willowbrook, which documents are attached hereto as Exhibit “A” and made a part hereof.

SECTION 3. This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 9th day of May, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: IL - Village of Willowbrook Legal Entity Name:	Contact Name: Robert Schaller
Address: 7760 Quincy St Willowbrook, Illinois 60527	Phone: (630) 325-2808 E-Mail: rschaller@willowbrook.il.us
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	8.00	\$20,000.00
Professional Services - Falcon, Standard Implementation	\$350.00	8.00	\$2,800.00
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00

(Includes one-time fees)

Year 1 Total \$25,300.00

Recurring Total: \$22,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: IL - Village of Willowbrook

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “***Service Suspension***”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “***Designated Location***”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“***Reinstalls***”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.