

VILLAGE OF

STEGER

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Also being held VIA Teleconference/Zoom

Meeting ID: 886 5709 6780

Passcode: 474366 312-626-6799
3320 Lewis Avenue, Steger IL 60475

MONDAY, MARCH 20, 2023 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
- D. MINUTES of March 6, 2023 Public Hearing
MINUTES of March 6, 2023 Regular Board Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. Community Center Director
 - e. EMA Chief
 - 3. Attorney
 - 4. Treasurer

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

5. Mayor's Report
6. Clerk's Report
7. Trustee/Liaison Report

G. PAYING OF THE BILLS:

H. CORRESPONDENCE

I. UNFINISHED BUSINESS:

J. NEW BUSINESS

Ratification of Resolution No. 1174: Resolution authorizing the Village of Steger to apply for the 2023 CDBG Capital Improvement/Demolition and Economic Development Project Application.

Discussion and Approval of Flock Group Inc Service Agreement

RESOLUTION NO 1175

**A RESOLUTION APPROVING THE SOUTH
SUBURBAN EMERGENCY RESPONSE TEAM
(SSERT) JOINT TASK FORCE AGREEMENT**

K. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MINUTES OF THE PUBLIC HEARING
BEFORE THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Public Hearing convened at 6:15 P.M. on this 6th day of March, 2023 in the Municipal Building of the Village of Steger and via Teleconference for the Village of Steger. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson was present.

Trustee Perchinski made a motion to invite Trustee Lopez to participate via ZOOM. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried. Trustee Lopez entered the meeting via ZOOM.

Mayor Peterson read the purpose of the Public Hearing: PUBLIC HEARING REGARDING THE PROPOSED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND A CERTIFIED ESTIMATE OF REVENUES BY SOURCE.

Mayor Peterson than opened the discussion to the Village Trustees. Trustee Joyce began stating that the appropriation gets approved. Then if there is a major change in the budget down the line, does that affect the appropriation or will that automatically over with it? Mayor Peterson answered no, if you had to revise, you have to stay within the budget, so you can reallocate among line items. If we have unexpected revenues or expenses, we can certainly amend it, but we have to go through a process to amend it. Trustee Joyce acknowledged this, but wanted to be clear that we are not locked in. Trustee Joyce used the example that he has money in the budget for a back-hoe that is not available for 36 months, but if a new truck were needed, it could be available right away. Mayor Peterson stated that funds can be reallocated within the budget. This is a guide and all major expenses are still brought before the board. Trustee Joyce confirmed that this is just the overall so we legally obtain the funding for the Village. Mayor Peterson stated that is correct.

Mayor Peterson stated that Village Administrator Seehausen did a great job with the memo explaining the budget and the appropriation, explaining some of the more significant changes in the budget. What we are looking to do with Corporate, Fire Department, Community Center, Police Department, the Water Department as well as Road and Bridges and EMA.

Trustee Thurmond questioned how we distribute the funds. I see that there is a sidewalk program, what is the procedure? Does the public have a deadline to apply, and then based on applications, would they be reviewed based on the condition of the sidewalk? Mayor Peterson stated that the sidewalk program was begun by former Mayor Lou Sherman. In the past, we have monitored and repaired as needed and when homeowners ask for repairs, we evaluate the need and all sidewalks are done on a 50/50 basis with the homeowner if the funds are available. We also evaluate sidewalks in areas where streets and curbs are being done and it can then be tied in with MFT funds or grants if it is in the budget. Sidewalks are done on a first come, first serve basis depending on condition. Dave Toepper also keeps a list of sidewalks that should be considered for repair. When there are situations that affect handicapped residents, we consider those as well.

Mayor Peterson asked if there was any public comment from Zoom Participants. Hearing none, he asked anyone present if there was any comment. Being none.

REPORTS None

There being no further business,

Trustee Perchinski made a motion to adjourn the meeting. Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 6:25 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 6th day of March, 2023 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

The roll was called. The following Trustees were present; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson was present. Trustee Perchinski made a motion to invite Trustee Lopez to participate via ZOOM. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried. Trustee Lopez entered the meeting via ZOOM.

Also present: Director of Public Infrastructure Dave Toepper, Fire Chief Michael Long, Police Chief Greg Smith, EMA Chief Tom Johnston and Community Center Director Diana Rossi. Village Administrator Mary Jo Seehausen was absent.

AWARDS, HONORS AND SPECIAL RECOGNITION

Police Chief Greg Smith was introduced to present Certificates of Recognition to Detective Alex Farkas, Sargent Jordan Lane, Detective John Darge, Officer Emmanuel Brambila, Officer Mario Velazquez and Officer Parker Aftanas. Three of the officers were scheduled to be at the meeting with one running late: Trustee Joyce made a motion to table the presentation until later in the meeting when the other officer arrives. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried

MINUTES

Trustee Perchinski made a motion to approve the minutes of the February 21st meeting as all members have copies. Trustee Stewart seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE

Matt Polanski of 3221 Butler Ave came before the board to alert the Village of a tree in the parkway in front of his house that is in very bad shape with branches falling and fears that it could be a hazard to people going by. Dave Toepper is going to evaluate the tree and take appropriate action.

Harry Hammock of 3222 Florence Ave came before the board to ask what plan is in store for fixing the streets in the Village. Dave Toepper acknowledged that Mr.

Hammock's Street is on the repair radar. This street is also part of new drainage systems proposed for the Village. While the street is in bad need of repaving, the Village cannot afford to repave the street only to tear it up to replace the sewers. As the new drainage plan gets set in motion, this street will be repaired at the same time the new drainage is installed. In the meantime, the Village will do what it can to keep the street repaired as best we can until then. Mayor Peterson hopes to get the drainage plans started this year so that this street can be on the repaving plans for next year. Mayor Peterson and Dave Toepper both agreed that this street is on the priority list.

REPORTS

Village Administrator Mary Jo Seehausen Mayor Peterson spoke for Administrator Seehausen stating that he will ask the board to consider Resolution NO. 1174, it is not on the agenda, but we do have to present it to Cook County in order to request CBDG Funds which is the Community Block Grant. I will ask that we adopt it later in the meeting after we have approved the budget and ratify it at the next meeting.

Director of Public Infrastructure Dave Toepper We are still waiting to hear back from ComEd about the power lines affecting work on the water tower. We had a kick-off meeting last Thursday with Iroquois Paving, they are looking to start around March 14th on this year's street repairs. Mayor Peterson stated that we have quite a few streets on the schedule this year. Trustee Perchinski asked if Cook County has reached out to us about repaving parts of Steger Road that were not done last year. Mayor Peterson stated that he had not heard from them, but will reach out to see if we are anywhere on their schedule.

Fire Chief Michael Long Assistant Chief Raguson has been teaching CPR and First Aid to all employees of Mert's Heating and Air Conditioning. In return, Mert's has donated a 65" TV to the Fire Department.

Police Chief Greg Smith On Friday I sent out the monthly stats, the only additional thing I have is the program in place for steering wheel locks for Hyundai and Kia automobiles that are susceptible to theft. We have a shipment in, they are being given out on a first come first serve basis. Residents need to own one of the affected vehicles and show proof of residency. Residents can go to the Police Department for more information.

Community Center Director Diana Rossi In the last three weeks, the Community Center has had about 1500 visitors. A lot of new programs are pulling people in, we have someone teaching self-defense to our kids and to our adults. This program should be up and running in about three weeks. Trustee Joyce asked where we are in regards to repairs at the Community Center. Mayor Peterson stated that we are still waiting on bids, but will try and get a clearer answer for the next meeting.

EMA Chief Tom Johnston No report.

Village Attorney No report.

Treasurer Just want to let residents in Cook County know that Real Estate Tax bills have been mailed.

MAYORS REPORT No further report.

VILLAGE CLERK No report.

TRUSTEES REPORTS

Trustee Joyce Stated that the mayor had answered question about Community Block Grants that brought up a nonprofit security grant program for funding for implementing target hardy measures for local governments. Hopefully we can get something out of it. Trustee Joyce went on to describe a letter he received in his mailbox at Village Hall from Del Galdo Law Group, and so there is no misunderstanding, it references a bill from 2020 from Helsel-Jepperson Electrical Supply for parts for electrical work necessary for Christmas Trees on the Boulevard. The invoice was paid by the Village and it then came to the attention of the Village that this bill was for the Steger Chamber of Commerce. After discussion with Helsel-Jepperson and the Chamber it was determined that the Chamber had never been informed by the Village that this money was due to the Village. The Chamber informed me that they are happy to reimburse the Village, they just need someone to send them a bill or an invoice to pay from. In November 2022, another bill came to the Village from Helsel-Jepperson for electrical parts again needed to upgrade the power for the Trees on the Boulevard to make it safer. When I picked up the parts, I talked with Mr. Scott in Village Hall and make him aware that I had made the purchase at Helsel-Jepperson on behalf of the Chamber, and if by mistake they sent another bill to the Village, please put it in my mailbox, do not process it, so I can get it to the Chamber. That was not done, and I had never heard that the bill was received by the Village. I have talked to Helsel-Jepperson and found that bill was not paid by the Village. I have asked that they not accept any payment from the Village for this bill since it is not the Village's responsibility. This could have been solved very easily had the Village sent a bill to the Chamber of Commerce. I think it was a waste of money to go through Del Galdo, when if someone had reminded me, I could have taken care of it. The letter goes on to say I have been previously informed about performing electrical work in the Village without a license. Installing extension cords and outlets for Christmas Tree lights does not require a permit and hasn't in the past 30 years that this has been done. As far as a license within the Village, I am not doing anything for profit. It has all been donated time to the Village to help create a successful event. This was originally started because the original outlets were all hard wired and people often got shocks off those outlets. We changed all this to improve safety for all involved. In 10 years of assisting with this event, I have never asked for a penny from the Chamber or the Village. If we get a bill to the

Chamber for the outstanding amounts, they will gladly pay them. Trustee Perchinski asked why it wasn't billed to the Chamber in the first place. Trustee Joyce stated that an error in the billing department at Helsel-Jepperson created the confusion. The issue has been resolved for future billing. Trustee Joyce gave Mayor Peterson copies of the invoices that need to be taken care of.

Trustee Trotier No report.

Trustee Lopez No report.

Trustee Thurmond I want to thank everyone who showed up at the Kiwanis Pancake Breakfast. I want especially thank Gavin Johnson, a Cub Scout that started at the beginning and worked to the end. Did a great job clearing and setting tables. Great to see a young man show up and help. Also, I want to commend Dave Mendez for his start off in his new position running the Rec Program. I want to close my report with beating the drum about the Code Red. I have asked several times about having water main breaks put out to the public. Doesn't have to be a big storyline, just an alert that there is a main break and it may affect your water. It was discussed in 2013 and it was reiterated that if you were registered in Code Red you were getting these notifications. I don't know that we have ever gotten notification on main breaks. It may not be important to some, there are a lot of people on social media tearing the town apart by complaining about the lack of communication about the water main breaks and I would really like to see this implemented.

Trustee Perchinski Mayor Peterson forwarded me an email today letting us know that the K-Mart building is going back up for auction on April 10-14 with a starting bid of \$25,000. I am sure that is far below the reserve required to buy the building, but we hope to get some interest in it. The building is getting to a point where it might have to be torn down. I have reached out to some of the people who had previously been interested in the property.

Trustee Stewart Our Steger Rec programs are running like Clockwork, Illinois Lutheran will not be using our field this year. They have been allowed use of the Columbia Central fields for their upcoming season, so Dave Mendez has reached out and found someone who would like to kick off Big Boy Baseball. We haven't had this program in a long time, so bringing it back this year.

BILLS

Trustee Joyce made a motion to pay all bills as listed when funds become available. Trustee Perchinski seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

None

UNFINISHED BUSINESS

None

NEW BUSINESS:

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1290: THE ANNUAL APPROPRIATIONS ORDINANCE OF THE VILLAGE OF STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

Trustee Stewart seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1291: AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER, COOK AND WILL COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM

Trustee Stewart seconded the motion.

Discussion: Trustee Thurmond stated that this is for \$25 million dollar: Dave Toepper interjected this is for the Lead Service Line Grant application. Trustee Stewart added that it is for the infrastructure not just the Lead Line Service. Trustee Thurmond said we don't even know how much that is. Trustee Stewart said "right", but we have to do the appropriation and get it approve to even do the application. Once we do the application, then we get the numbers back and bring it before the board, then we vote to finalize it. Trustee Joyce confirmed with Trustee Stewart that the loans are given \$4 million at a time. It is not done all at once.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to adopt RESOLUTION NO. 1174: REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION FOR FLOOD CONTROL in the amount of \$400,000 to be ratified at our next meeting.

Trustee Lopez seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Joyce made a motion to allow Police Chief Smith the opportunity to present his Certificates of Recognition at this time. Trustee Stewart seconded the motion. Voice vote; all ayes. Motion carried.

Police Chief Greg Smith read the Certificate of Recognition in regards to a criminal sexual assault handled by these officers on December 5, 2022. The hard work by these officers resulted in the apprehension of a dangerous criminal. The awards were given to Officer Emmanuel Brambila who was first to respond, Officer Mario Velazquez who watched the house while waiting for the warrant and Sargent Jordan Lane was instrumental in coordinating the efforts necessary to complete this process. The other officers, not able to attend are Detective Alex Farkas, Detective John Darge and Officer Parker Aftanas. Their hard work is appreciated by the Village of Steger.

Trustee Lopez left the meeting at approximately 7:30 pm.

Trustee Perchinski made a motion to approve the proposal by Robinson Engineering LTD for Construction Engineering services for the Village of Steger's Lead Service Line Replacement Program.

Discussion: Trustee Thurmond asked if there was a representative from Robinson Engineering present, with none present, he stated we are looking to approve Robinson to complete the survey of the lead pipes in the Village. The fee of \$250,000 was confirmed by Mayor Peterson for them to help with the project to replace the lead service lines. It is anticipated that within a year we will have a complete map of the lead pipes in the Village. Dave Toepper explained the process that will take place in locating all the lead pipes. The response to the survey was not good, so there is a lot of work still to be done. Trustee Joyce questioned if the whole amount is paid upfront, Dave Toepper believes it is pay as you go, but if we do not get the grant, then we have to reconsider what we do. Robinson has helped the Village secure a \$40,000 grant so far and Trustee Joyce reminded the board that a second round of grants has just opened up. This project has no connection to the water tower project.

Trustee Stewart seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Joyce made a motion to approve a new business license for Julie Creger for Oak Ridge Fence & Gate at 3045 Louis Sherman Drive.

Trustee Perchinski seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

John Racich approached the board and introduced plans to convert the old pasta factory on Chicago Road to a self-contained storage business. He presented plans and explained that his ability to move forward relied on Village Board approval of his plans. Trustee Thurmond asked if they have done other such projects. Mr. Racich says they have several successful projects either completed or under construction. Trustee Perchinski confirmed that this is for consumer storage and not create semi-truck traffic in town.

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Trustee Joyce made a motion to approve a new business license application for John Racich for Steger Storage LLC at 3501 Chicago Road.

Trustee Thurmond seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried

Being no further business:

Trustee Joyce made a motion to adjourn the meeting.

Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:50 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	01-00-32901		MSINT-COMPUTER SO	686.66
COMED	07731 34133	01-00-33100		ELECTRICITY	21.63
NICOR GAS	56 8068 5283 8	01-00-33200		HEATING	123.28
HERITAGE F/S, INC.	35012793	01-00-33300		GAS	91.30
LOCIS	45143	01-00-33500		OFFICE SUPPLIES	8052.00
ABSOLUTE BEST CLEANING SERVICES, INC.	13947	01-00-33502		CLEANING SERVICE	639.00
COMCAST BUSINESS	167887813	01-00-33700		TELEPHONE	480.34
COMCAST BUSINESS	167887810	01-00-33701		INTERNET	241.83
T & T BUSINESS SYSTEMS, INC.	114114	01-00-33901		RENTAL EQUIPMENT	141.00
PACE SUBURBAN BUS / V A N P O O L	617264	01-00-33902		SENIOR BUS LEASE	100.00
B&F CONSTRUCTION CODE SERVICES, INC	61123	01-00-34102		PROFESSIONAL SERV	225.00
CHICAGO TRIBUNE COMPANY	068905916000	01-00-35700		NOTICES	148.50
EIGHNER'S FLOWERS-GIFTS	2-28-2023	01-00-38900		MISC. OTHER	135.95
TOTAL FOR FUND 01		DEPT. 00			11086.49
DACRA ADJUDICATION SYSTEM	MS 2023-105	01-07-34902		ADMIN BLDG_MOVE E	1250.00
TOTAL FOR FUND 01		DEPT. 07			1250.00
ANDY FRAIN SERVICES INC	334863	01-19-30900		SALARY-CROSSING G	3316.64
TOTAL FOR FUND 01		DEPT. 19			3316.64
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1797140	01-20-31800		SERVICE CALL	1414.96
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1823898	01-20-31800		SERVICE CALL	1425.66
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1835012	01-20-31800		SERVICE CALL	205.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	01-20-32901		MSINT-COMPUTER SO	416.66
HERITAGE F/S, INC.	35012793	01-20-33300		GAS	430.68
HERITAGE F/S, INC.	35012835	01-20-33300		GASOLINE	145.04
ACE HARDWARE IN STEGER	154019	01-20-33501		SHOP SUPPLIES	34.35
COMCAST BUSINESS	167887810	01-20-33701		INTERNET	241.83
LAMARCO SYSTEMS, INC.	77800	01-20-33704		MONITORING	167.47
LAMARCO SYSTEMS, INC.	Q26375	01-20-33704		MONITORING	165.00
CANON FINANCIAL SERVICES, INC	30104595	01-20-33901		RENTAL EQUIPMENT	476.20
OSBY WATER CONDITIONING	3-1-23	01-20-33901		RENTAL EQUIPMENT	61.50
COUNTY OF WILL	FEB 2023-001	01-20-34252		DISPATCH SERVICE	4574.97
COUNTY OF WILL	FEB 23-001 BR	01-20-34252		BUILDING REPAY	188.16
WILCO FIRE CHIEFS ASSOCIATION	2023-001	01-20-38901		2023 DUES	4500.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST
ZOLL DATA SYSTEMS	INV00137366	01-20-38901			
			DUES, SUBSCRIPTIO	330.00	
TOTAL FOR FUND 01		DEPT. 20			14777.48
INTOXIMETERS, INC.	727899	01-40-31800			
			MAINT-TOOLS	74.00	
GAS N WASH	3521	01-40-31805			
			CARWASH	112.00	
JAMES HERR & SONS	119288	01-40-31805			
			FUEL SYSTEM MAINT	448.97	
JAMES HERR & SONS	119910	01-40-31805			
			TRANS AND EXHAUST	4500.60	
JAMES HERR & SONS	120395	01-40-31805			
			OIL CHANGE	57.26	
JAMES HERR & SONS	120549	01-40-31805			
			FUEL PRESSURE SEN	347.98	
POMP'S TIRE SERVICE INC.	411016068	01-40-31805			
			MAINT-VEHICLES	151.22	
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	01-40-32901			
			MSINT-COMPUTER SO	596.67	
HERITAGE F/S, INC.	35012793	01-40-33300			
			GAS	971.53	
HERITAGE F/S, INC.	35012835	01-40-33300			
			GASOLINE	849.90	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	898844-0	01-40-33500			
			OFFICE SUPPLIES	14.72	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	898844-1	01-40-33500			
			OFFICE SUPPLIES	69.99	
ABSOLUTE BEST CLEANING SERVICES, INC.	13947	01-40-33502			
			CLEANING SERVICE	1278.40	
TECHNOLOGY MANAGEMENT REV FUND	T2318895	01-40-33700			
			TELEPHONE/CELL	5.00	
COMCAST BUSINESS	167887810	01-40-33701			
			INTERNET	1854.25	
COMCAST	0295698	01-40-33701			
			INTERNET	27.90	
MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI	7248820230201	01-40-33702			
			RADIOS	1318.00	
ELEVATOR INSPECTION SERVICE CO. INC	114049	01-40-33703			
			MAINTENANCE CONTR	175.00	
ANARCHY OUTDOORS	4956	01-40-33900			
			SUPPLIES AND UNIF	833.87	
DIGITAL-ALLY	1122896	01-40-33900			
			BATTERY DOOR	29.00	
INTOXIMETERS, INC.	149168	01-40-33900			
			SUPPLIES	74.00	
SOUTH HOLLAND PAPER CO.	569363	01-40-33900			
			ALL OTHER SUPPLIE	115.47	
SOUTH HOLLAND PAPER CO.	570555	01-40-33900			
			SUPPLIES	150.89	
CANON FINANCIAL SERVICES, INC	30104595	01-40-33901			
			RENTAL EXPENSE	476.20	
FIFTH THIRD BANK	ALEX FARKAS	01-40-34102			
			PRO SERVICE OTHER	99.32	
COUNTY OF WILL	FEB 2023-001	01-40-34252			
			DISPATCH SERVICE	20642.64	
COUNTY OF WILL	FEB 23-001 BR	01-40-34252			
			BUILDING REPAY	188.16	
SIRCHIE	1000141000	01-40-37800			
			EQUIPMENT	143.77	
ILLINOIS ASSOCIATION OF CHEIFS OF POLICE	13015	01-40-38800			
			CONFERENCE	229.00	
LEXISNEXIS RISK SOLUTIONS	1213944-2023022	01-40-38901			
			DUES, SUBSCRIPTIO	200.00	
SHI INTERNATIONAL CORP	496085853	01-40-38901			
			SUBSCRIPTIONS	128.12	
TOTAL FOR FUND 01		DEPT. 40			36163.83

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST
TOTAL FOR FUND 01				66594.44	
UNIFIRST CORPORATION	1201001886	03-30-32900	MAINT-MATS/CLEANI	59.52	
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	03-30-32901	MSINT-COMPUTER SO	619.17	
COMED	23430 190001	03-30-33100	ELECTRICITY	49.16	
ABSOLUTE BEST CLEANING SERVICES, INC.	13947	03-30-33502	CLEANING SERVICF	1917.60	
MARIE RZAB	FEB. 2023	03-30-33504.01	INSTRUCTOR-AEROBI	210.00	
COMCAST BUSINESS	167887810	03-30-33701	INTERNET	376.26	
SMITHEREEN COMPANY	2984743	03-30-33703		68.00	
ADT COMMERCIAL LLC	324 295 57	03-30-33704	SECURITY SYSTEM	61.83	
TOTAL FOR FUND 03			DEPT. 30	3361.54	
GEMINI II SEWER RODDING IRRIGATION, LLC	022123	03-31-31100	BUILDING MAINTENA	675.00	
COMED	07737 66000	03-31-33100	ELECTRICITY	228.12	
COMED	11074 29006	03-31-33100	ELECTRICITY	340.42	
COMED	11075 82008	03-31-33100	ELECTRICITY	150.16	
STANLEY CONVERGENT SECURITY SOLUTIONS	6003203248	03-31-33704	SECURITY SYSTEM	58.40	
TOTAL FOR FUND 03			DEPT. 31	1452.10	
TOTAL FOR FUND 03				4813.64	
BRITES TRANSPORTATION LTD	81412	06-00-31204	PATCHING	1033.99	
BRITES TRANSPORTATION LTD	81415	06-00-31204	PATCHING	1533.63	
BRITES TRANSPORTATION LTD	81424	06-00-31204	PATCHING	1346.15	
GALLAGHER MATERIALS CORP	27375	06-00-31204	PATCHING	1036.00	
CORRPRO COMPANIES, INC.	715844	06-00-31503	TANK INSPECTION	805.00	
CORE & MAIN	5386571	06-00-31504	MAINT-MAINS	282.75	
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	06-00-32900	MSINT-COMPUTER SO	416.67	
UNIFIRST CORPORATION	1201002047	06-00-32900	MATS	36.98	
COMED	069 358 0004	06-00-33100	ELECTRIC	34.98	
COMED	07731 24002	06-00-33100	ELECTRIC	189.36	
COMED	194757 3007	06-00-33101	ELECTRIC	162.50	
NICOR GAS	59 2835 10002	06-00-33200	HEATING	120.68	
HERITAGE F/S, INC.	35012793	06-00-33300	GAS	933.34	
HERITAGE F/S, INC.	35012835	06-00-33300	GASOLINE	134.10	
ACE HARDWARE IN STEGER	153900	06-00-33501	SHOP SUPPLIES	143.99	
ACE HARDWARE IN STEGER	153936	06-00-33501	SHOP SUPPLIES	19.75	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
=====							
QUADIEN, INC	1693665	06-00-33600			WATER POSTAGE	1239.54	
COMCAST BUSINESS	167887810	06-00-33701			INTERNET	376.26	
COMCAST BUSINESS	167887810	06-00-33701			INTERNET	319.24	
UNIFIRST CORPORATION	1201000884	06-00-33800			UNIFORM SERVICE	74.62	
UNIFIRST CORPORATION	1201002048	06-00-33800			UNIFORM SERVICE	74.63	
EJ USA INC.	110230012902	06-00-37505			NEW HYDRANTS	14944.86	
WATER RESOURCES INC	36298	06-00-37507				686.00	
TOTAL FOR FUND 06		DEPT. 00				25945.02	
TOTAL FOR FUND 06						25945.02	
UNIFIRST CORPORATION	1201002047	07-00-32900			MATS	36.98	
HERITAGE F/S, INC.	35012793	07-00-33300			GAS	933.34	
HERITAGE F/S, INC.	35012835	07-00-33300			GASOLINE	134.10	
COMCAST	0172327	07-00-33700			PHONE	90.21	
COMCAST	0172327	07-00-33701			INTERNET	57.61	
UNIFIRST CORPORATION	1201000884	07-00-33800			UNIFORM SERVICE	74.63	
UNIFIRST CORPORATION	1201002048	07-00-33800			UNIFORM SERVICE	74.62	
GREAT LAKES DISTRIBUTING INC.	222281	07-00-37800			SHOP SUPPLIES	432.55	
TOTAL FOR FUND 07		DEPT. 00				1834.04	
TOTAL FOR FUND 07						1834.04	
EXCEL ELECTRIC INC	127682	08-00-31400			MAINT-TRAFFIC_STR	480.00	
COMED	11075 80004	08-00-33102			STREET LIGHT	49.66	
TOTAL FOR FUND 08		DEPT. 00				529.66	
TOTAL FOR FUND 08						529.66	
PRO-AM TEAM SPORTS	10070	13-55-37305			UNIFORMS VOLLEYBA	22.00	
TOTAL FOR FUND 13		DEPT. 55				22.00	
TOTAL FOR FUND 13						22.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-069	16-00-32900			MSINT-COMPUTER SO	416.67	
HERITAGE F/S, INC.	35012835	16-00-33300			GASOLINE	78.95	
ACE HARDWARE-CRETE	184228/1	16-00-33501			SHOP SUPPLIES	22.86	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
ACE HARDWARE-CRETE	184338/1	16-00-33501		SHOP SUPPLIES	31.97	
ACE HARDWARE-CRETE	184103/1	16-00-33502		CLEANING SUPPLIES	183.90	
TOTAL FOR FUND 16		DEPT. 00			734.35	
TOTAL FOR FUND 16					734.35	

** TOTAL CHECKS TO BE ISSUED					100473.15	
01	CORPORATE				66594.44	
03	PLAYGROUND/RECREATION				4813.64	
06	WATER/SEWER FUND				25945.02	
07	ROAD & BRIDGE				1834.04	
08	MOTOR FUEL TAX				529.66	
13	BOOSTER CLUB				22.00	
16	H.S.E.M.				734.35	
TOTAL FOR REGULAR CHECKS:					100,473.15	

RESOLUTION NO. 1174

RESOLUTION No. 1174

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK)
AND WILL)

**RESOLUTION AUTHORIZING THE VILLAGE OF STEGER TO APPLY FOR THE 2023 CDBG
CAPITAL
IMPROVEMENT/DEMOLITION AND ECONOMIC DEVELOPMENT PROJECT APPLICATION**

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

Section 1. That a Request is hereby made to County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for the Program Year 2023 in the amount of \$400,000.00 for the following project(s):

Project: Flood Control Improvements Amount: \$400,000.00

As identified in the Village of Steger's CDBG 2023 Program Year application.

Section 2. That the Village Clerk, Joseph Zagone is hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to complete the application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Secretary.

Section 3. That the Village Clerk is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorate share thereof.

THIS RESOLUTION shall be in full force and effect upon its passage and approval as made and provided by law,

Yays: 7
Nays: 0

RESOLUTION NO. 1174

PASSED and APPROVED this 6th day of March 2023.

BY:



Kenneth A. Peterson, Jr.,
Village President
Village of Steger

ATTEST:



Joseph Zagone,
Village Clerk
Village of Steger



STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Deputy Village Clerk of the Village of Steger, Cook and Will Counties, Illinois (the “**Village**”), and as such I certify that the Village Clerk is the keeper of the records and files of the Village and the Village President and Board of Trustees thereof (the “**Board**”).

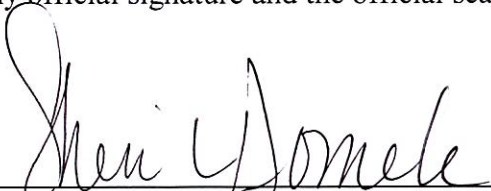
I do further certify that the foregoing constitutes a full, true, correct and complete of Resolution No. 1174 entitled:

RESOLUTION AUTHORIZING THE VILLAGE OF STEGER TO
APPLY FOR THE 2023 CDBG CAPITAL
IMPROVEMENT/DEMOLITION AND ECONOMIC
DEVELOPMENT PROJECT APPLICATION

which was adopted by the Village President and Board at their regularly scheduled meeting held on March 6, 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least forty-eight (48) hours in advance of the holding of said meeting, that said agenda for said meeting contained a specific item or reference to the proposed adoption of said resolution, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the Village, this 7th day of March, 2023.


Deputy Village Clerk





2023 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM B: ESTIMATED MATCHING FUNDS CERTIFICATION

Matching funds are defined as any local, county, state, federal (other than CDBG) or private funds used in conjunction with CDBG funds to implement or construct a proposed project. This form must be filled out to document matching funds entered on the project budget (page 10-11). **Please note** that the use of special assessments against property owned and occupied by low- and moderate-income persons is prohibited.

In the event that the proposed project is funded at a lesser amount than requested, the matching funds will be reduced in the same proportion. For example, if you request \$100,000 with a \$30,000 (30%) match, and actually receive \$50,000 in block grant funds, your required match will be \$15,000 (30% x \$50,000).

Subrecipients are urged to use matching funds whenever possible.

1. Project Type	Capital Improvement: Flood Control
2. Amount of Matching Funds to Assist Project	<u>\$110,000.00</u>
3. Source(s) of Matching Funds to Assist Project	<u>Local/MFT/ARP</u>
4. Timetable of Availability of Matching Funds	<u>Available now</u>
5. Designated Use of Matching Funds	<u>Design Engineering Services</u>

The authorized official of the applicant must certify the availability of the above matching funds by signing in the designated area below. Municipal/Agency seal is also required, if available. If there is no seal, please note that below.

Dated this 6th day of March 2023

By: Mary Jo Seehausen
Print Name – Authorized Official
Village Administrator
Title of Authorized Official

Signature – Authorized Official

Attest: Joseph Zagone, Jr., Clerk
Print Name – Clerk/Board Secretary

Joseph Zagone, Jr., Clerk
Signature – Clerk/Board Secretary

by
Shenit Domele
Deputy Clerk





2023 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM B: ESTIMATED MATCHING FUNDS CERTIFICATION

Matching funds are defined as any local, county, state, federal (other than CDBG) or private funds used in conjunction with CDBG funds to implement or construct a proposed project. This form must be filled out to document matching funds entered on the project budget (page 10-11). **Please note** that the use of special assessments against property owned and occupied by low- and moderate-income persons is prohibited.

In the event that the proposed project is funded at a lesser amount than requested, the matching funds will be reduced in the same proportion. For example, if you request \$100,000 with a \$30,000 (30%) match, and actually receive \$50,000 in block grant funds, your required match will be \$15,000 (30% x \$50,000).

Subrecipients are urged to use matching funds whenever possible.

1. Project Type	<u>Capital Improvement</u>
2. Amount of Matching Funds to Assist Project	<u>\$560,000.00</u>
3. Source(s) of Matching Funds to Assist Project	<u>ARP/Local/MFT</u>
4. Timetable of Availability of Matching Funds	<u>Available now</u>
5. Designated Use of Matching Funds	<u>Construction (Flood Component 2)</u>

The authorized official of the applicant must certify the availability of the above matching funds by signing in the designated area below. Municipal/Agency seal is also required, if available. If there is no seal, please note that below.

Dated this 15th day of March 2023

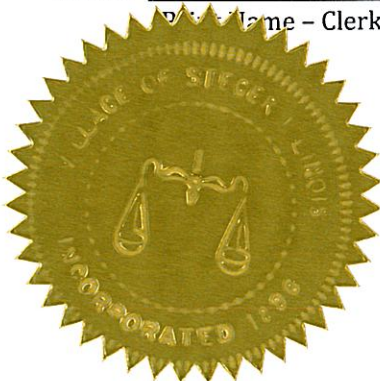
By: Mary Jo Seehausen
Print Name – Authorized Official
Village Administrator
Title of Authorized Official

Signature – Authorized Official

Attest: Joseph Zagone, Jr., Clerk
Print Name – Clerk/Board Secretary

Joseph Zagone Jr. Clerk
Signature – Clerk/Board Secretary

by
Sheri e Domele Deputy Clerk



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 Steger

Contact Name: Gregory Smith

Legal Entity Name:

Address:

3320 Lewis St
Steger, Illinois 60475

Phone: (708) 755-0223

E-Mail: gsmith@villageofsteger.org

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

Billing Frequency: Annual Plan - First Year Invoiced at Signing

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Advanced Implementation Fee	\$750.00	2.00	\$1,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,750.00	2.00	\$5,500.00

Subtotal Year 1: \$7,000.00
Subscription Term: 24 Months
Annual Recurring Total: \$5,500.00
Estimated Sales Tax: \$0.00
Total Contract Amount: \$12,500.00

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 Steger

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 situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End 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, excluding Wing Replay which is deleted after seven (7) days. 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 (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means 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.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means 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.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means 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.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means 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.

1.12 “**Flock IP**” means 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.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means 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.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

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

1.25 “**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.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

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 Term, 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 and download 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, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) 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 Flock 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 Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite 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 Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, 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 (“*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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. 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. Except for Falcon Flex products, which are designed for self-installation, 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 2.5.2, 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.

2.6 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.

2.7 Suspension.

2.7.1 Service 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 Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (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 customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption 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 Interruption. To the extent that the Service Interruption 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 the Service Interruption (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. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("*Designated Location*") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. 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. 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 fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, 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 shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 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 Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. 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 Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock 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 Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. 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, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of 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. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock 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 Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. 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 Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock 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.

2.9 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.

2.10 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**"). Flock will use commercially reasonable efforts to respond to requests for support. 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, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 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 prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to 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 agencies, (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. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized 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

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. 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 Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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, 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. 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 (i) 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 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. 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. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **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.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to 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. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). 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, to receive an adjustment or credit. 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 due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the 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**") 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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. 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. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*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, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

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 2.10 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 Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware 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 Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware 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 Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service 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. 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. 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 9.6.

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. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their 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, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

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. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

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

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 6.4 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 complementary 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.

9. INDEMNIFICATION

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 3.1, 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 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 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.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda 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. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 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. Flock shall at all times be and act as an independent contractor.

10.6 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.

10.7 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.

10.8 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 Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

10.10 **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 Parties they are representing.

10.11 **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 email; 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.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

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RESOLUTION NO. 1175

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

**A RESOLUTION APPROVING
THE SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise any power or powers, privileges, or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the South Suburban Emergency Response Team (“SSERT”) is an intergovernmental organization established by an intergovernmental agreement called the Memorandum of Understanding (“SSERT MOU”) entered into by municipal law enforcement agencies serving the south suburban Chicagoland region (“Participating Municipalities”); and

WHEREAS, through the SSERT MOU, the Participating Municipalities have agreed to create a joint task force and provide one another with mutual aid with certain critical incidents within the primary law enforcement jurisdiction of a Participating Municipality that threatens or causes loss of life and property and exceeds the stand-alone physical and organizational capabilities of that Participating Municipality; and

WHEREAS, the needs of SSERT have evolved and grown in complexity beyond the constraints of the SSERT MOU as it is currently constituted; and

WHEREAS, in order to adequately continue to meet those needs, SSERT has requested that its Participating Municipalities agree to amend the SSERT MOU by entering into a Joint Task Force Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and, with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Village and its residents to enter into the Joint Task Force Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Steger, Cook and Will County, Illinois, as follows:

SECTION ONE: The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION TWO: The Corporate Authorities of the Village of Steger hereby approve the Joint Task Force Agreement.

SECTION THREE: The Village of Steger's President, or his/her designee, is hereby authorized to sign and execute Exhibit A, the Joint Task Force Agreement, on behalf of the Village of Steger.

SECTION FOUR: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and ADOPTED by the by the Village President and the Board of Trustees of the Village of Steger this 20th day of March, 2023.

APPROVED:

Kenneth A. Peterson, Jr., Village President

ATTEST:

Joseph M. Zagone, Jr., Village Clerk

Exhibit A
Joint Task Force Agreement

**SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT**

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Blue Island, Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Midlothian, Oak Forest, Orland Hill, Park Forest, Posen, Prairie State College, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park & University Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

B. Joint Task Force Agreement: This intergovernmental agreement shall take effect and supersede the original SSERT Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

C. Joint Task Force Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency at the direction of SSERT.

D. Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

G. Participating Municipality: A municipality with a law enforcement agency or department dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in SSERT pursuant to the terms of this Agreement.

H. Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Municipality is primarily responsible for performing Law Enforcement Services.

I. SSERT Bylaws: The bylaws establishing the SSERT Executive Board and rules by which the SSERT Executive Board shall operate as adopted on November 18, 2014, and any amendment thereafter.

J. SSERT Commander/Coordinator: Commander or Coordinator shall be appointed by the SSERT President pursuant to the SSERT Bylaws, with the advice and consent of the SSERT Executive Board. The SSERT Commander/Coordinator shall be responsible to carry out the directive of the SSERT Executive Board and to follow the rules, policies and procedures promulgated by the SSERT Executive Board. The SSERT Executive Board, at its discretion, may also create assistant commanders, coordinators and/or leaders to assist the SSERT Commander/Coordinator in completing his/her duties and obligations.

K. SSERT Executive Board: The Executive Board of Officers of SSERT, the governing board of SSERT, established pursuant to Article IV of the SSERT Bylaws.

L. SSERT Policies and Procedures: The rules and guidelines that are promulgated, maintained, and periodically updated by the SSERT Executive Board. The SSERT Policies and Procedures shall govern the day-to-day operations of SSERT.

M. South Suburban Emergency Response Team ("SSERT"): An organization of south suburban law enforcement agencies participating in the original SSERT Memorandum of Understanding and this Agreement.

N. Stricken Agency: The Participating Municipality that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

O. Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Municipality primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

SECTION 4 AID AGREEMENT

A. Establishment of SSERT Team. Each Participating Municipality, at the discretion of the SSERT Executive Board, must assign sworn law enforcement officers to the SSERT Team.

- (i) The officers assigned to the SSERT Team remain employees of their respective Participating Municipalities. SSERT is not responsible for any salary, benefits, overtime or other compensation to officers assigned to the SSERT Team.
- (ii) The number of officers, rank, and other prerequisites for assignment to the SSERT Team shall be established by the SSERT Executive Board or designee of the Board.

B. Critical Incident Response. Whenever the Critical Incident occurs or is reasonably expected to occur, the senior officer present of the Stricken Agency, or his/her designee, may request law enforcement aid from SSERT. Once received, the SSERT Commander/Coordinator will review the request and:

- (i) Immediately determine whether the SSERT Team will assist.
- (ii) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
- (iii) Dispatch immediately the SSERT Team and equipment required to assist the Stricken Agency in accordance with the SSERT Policies and Procedures.

C. SSERT's rendering of aid to a Stricken Agency under the terms of this Joint Task Force Agreement shall not be mandatory. In the event that SSERT cannot or will not render aid, it is the responsibility of the SSERT Commander/Coordinator to immediately notify the Stricken Agency of the circumstances that prevent SSERT from providing aid in response to the Critical Incident.

D. The senior officer present of the Stricken Agency, or his/her designee, shall assume full responsibility and command for operations at the scene, with the advice and cooperation of the SSERT Commander/Coordinator. The senior officer present of the Stricken Agency, or his or her designee, will assign SSERT personnel and equipment to positions when and where he/she deems necessary.

E. Requests for aid under this Joint Task Force Agreement will be initiated only in the event of a Critical Incident in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

F. SSERT Team members will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Critical Incident and its response is resolved to the

point which permits the Stricken Agency to satisfactorily handle it with its own resources as determined by the senior officer present of the Stricken Agency or his/her designee.

G. All Law Enforcement Services performed under this Joint Task Force Agreement shall be rendered without reimbursement of any party from the other(s). However, SSERT reserves the right to seek reimbursement for unusual or burdensome costs incurred in the performance of Law Enforcement Aid to the Stricken Agency. Any such reimbursement request shall be determined by the SSERT Executive Board. The Stricken Agency may present objections to the SSERT Executive Board, but the decision of the SSERT Executive Board on such reimbursement shall be final.

SECTION 5 INDEMNIFICATION

A. Each Participating Municipality assumes the responsibility for members of its police force acting pursuant to this Joint Task Force Agreement, both as to indemnification of said members of the Participating Municipality's police force as provided for by the Illinois Municipal Code, 65 ILCS 5/1-4-6, or any other Statute of the State of Illinois or law or bylaw of the Participating Municipality, as the case may be, and as to personal benefits to said members of the Participating Municipality's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Municipality when those members of its police force are acting solely within the Participating Municipality's Primary Law Enforcement Jurisdiction.

B. Defense and Indemnification of SSERT.

- (i) Defense. In the event that SSERT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of SSERT in such lawsuit, claim or action.
- (ii) Indemnification. To the extent permitted by law, the indemnification of SSERT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against SSERT shall be shared equally between each Participating Municipality that assisted the Stricken Agency pursuant to SECTION 4.

SECTION 6 INSURANCE

A. Insurance Requirements. Each Participating Municipality under the terms of this Joint Task Force Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Law Enforcement Aid pursuant to this Joint Task Force Agreement as follows:

- (i) Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (ii) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

B. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 7 SSERT GOVERNANCE

A. The commanding officers of the Participating Municipalities shall maintain the SSERT Executive Board, and maintain the SSERT Policies and Procedures for giving and receiving Law Enforcement Aid under this Joint Task Force Agreement. The SSERT Policies and Procedures shall be reviewed and updated at regular intervals.

B. Each Participating Municipality agrees to pay dues or fees, as determined by the SSERT Executive Board in its sole and absolute discretion, in exchange for the Participating Municipality's participation in SSERT. Payments of such dues or fees, if any, are due at the commencement of participation in SSERT and thereafter upon request from the SSERT Executive Board.

SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

C. Any Participating Municipality found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to SSERT, may have its participation in SSERT suspended or terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws. Before any Participating Municipality may be suspended or terminated from participation in SSERT, the Participating Municipality will be notified and shall have an opportunity to appear before the SSERT Executive Board.

D. Any terminated Participating Municipality, whether by voluntarily termination or termination by the SSERT Executive Board, shall be responsible for its prorated share of SSERT's liabilities at termination.

SECTION 9 ADOPTION AND EFFECT OF ADOPTION

A. This Joint Task Force Agreement shall be in full force and in effect (“Effective Date”) only upon the date of the last of the following events to occur:

- (i) the passage and approval of an ordinance or resolution approving participation in SSERT and this Joint Task Force Agreement, in the manner provided by law, by the corporate authorities of the undersigned Participating Municipality (“Approval”);
- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
- (iii) the Approval of participation in SSERT and this Joint Task Force Agreement, by the corporate authorities of at least a majority of the Participating Municipalities; and
- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
- (ii) any previous agreement related to SSERT shall be superseded by this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein.

SECTION 10 GENERAL PROVISIONS

A. **Non-Waiver of Immunities.** No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

B. **Contractual Obligation.** The obligations and responsibilities incurred by a Participating Municipality under this Joint Task Force Agreement shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. **Application of Law and Venue.** This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

D. **Authority.** The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

Name of Law Enforcement Agency

Head of Corporate Authorities

Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date