

Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, January 9, 2024

7:30 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES APPROVAL

A. November 28, December 5, and December 12, 2023 Closed Session Minutes for Approval

B. December 12, 2023 Regular Board Meeting Minutes for Approval

4. PUBLIC COMMENT TIME

This agenda item is reserved for members of the public who desire to address the Village Board on a topic that is within purview and jurisdiction of the Village Board, but that is not listed in another location on the agenda. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. If your matter is on the "Consent Agenda", please let us know if you would like us to remove that matter so that you can speak about it.

Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. "Public Comment Time" is not a forum for open dialogue or engagement with members of the Village Board. Rather, it is intended as an opportunity for you to make comments to the Village Board. While the Village Board will not immediately respond to public comments at this meeting, or engage in a back and forth discussion during the meeting, please be assured that the Board is actively listening to all comments, thoughts, and suggestions.

All speakers will be limited to a total of three minutes. We request that everyone be respectful, civil, and non-repetitive; and we ask that members of the audience refrain from applauding or making any other comments during or after any speaker. Thank you for your understanding and taking the time to contribute to the success of our community.

5. MANAGER'S REPORT

6. WARRANT LIST

A. Review and Approval of Payments to be Made for December 1 - December 15, 2023

B. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated December 14, 2023

C. Review and Approval of Payments to be Made for December 16 - December 31, 2023

D. Review and Approval of Escrow Deposit/Performance Bond Refund List Dated December 30, 2023

7. PRESIDENT'S REPORT

Community Moment

A. [A Resolution Establishing an Ad Hoc Housing Committee of the Board of](#)

Trustees

The President and Board of Trustees wish to establish an Ad Hoc Housing Committee to evaluate and recommend to the Village Board use of the current \$453,881 in Affordable Housing Funds available to the Village along with next steps/timing for use of funds.

B. Appointments to Board Work Committees

With the Board's approval and consent, the attached appointments will be made to Board Work Committees.

8. CONSENT AGENDA

The matters listed for consideration on the Consent Agenda are matters that appear to have the unanimous support of the Board of Trustees. The Village President will review, designate the resolution or ordinance number for passage and then inquire if any member of the Board or member of the public objects to any item on the Consent Agenda. If any objections are raised, the matter will be removed from the Consent Agenda and relocated to a location on this agenda for consideration during the appropriate Board Committee report. If no objection is voiced, the Village President will request a motion and second for passage of all items listed. The resultant roll call vote on the Consent Agenda will be applicable to each individual agenda item.

A. An Ordinance Approving the Purchase of a Public Works Administrative Vehicle and Authorizing the Disposal of a Surplus Vehicle

This ordinance authorizes the purchase of a Hybrid Ford F-150 to replace an existing 2007 Toyota Prius, Unit #428, which will be declared surplus and disposed of upon the receipt and outfitting of the new vehicle.

B. A Resolution Authorizing an Agreement for Engineering and Design of Water Treatment Plant Pipe Supports, Electrical Conduit Replacement and New Conduit Runs Fitting Category 6 Data Cabling with Horner & Shifrin, Inc. of St. Louis, MO

This resolution authorizes an agreement with Horner & Shifrin, Inc. of St. Louis, MO to provide engineering and design services of new pipe supports, new conduit runs fitting category 6 data cabling, and replacement of damaged conduit at the Water Treatment Plant.

C. A Resolution Authorizing a Contract with Arco Mechanical Equipment Sales Co. of Bensenville, IL for the Design and Installation of a NO2/CO Detection and Extraction Systems at Fire Stations 10 and 12

This resolution authorizes a contract for the design and installation of a NO2/CO detection and extraction system for the apparatus bays of Fire Stations 10 and 12. The system alerts to the presence of nitrogen dioxide (NO2) and carbon monoxide (CO), activates an exhaust fan upon sensing those gases, and provides balancing outside air to equalize the pressure within the apparatus bays.

D. A Resolution Approving the Renewal of a Contract for HVAC Maintenance Services with Sherman Mechanical, Inc. of Cary, Illinois

This is the renewal of an agreement with Sherman Mechanical, Inc. of Cary, Illinois for ongoing maintenance and as-needed emergency repair of HVAC units at Village facilities.

E. A Resolution Approving the 2024 Supplemental Statement of Work with Municipal GIS Partners, Inc., of Des Plaines, Illinois for GIS Support Services

The Village of Northbrook joined the now 42-community Geographic Information System (GIS) Consortium in March 2013. Upon joining the Consortium, the Village executed an initial service provider agreement with Municipal GIS Partners, Inc., of Des Plaines, Illinois (the "Consultant"), which serves as the sole source service provider for Consortium communities.

F. A Resolution Approving an Agreement to Lease Twenty Police Department Automated License Plate Reader Cameras from Flock Safety of Atlanta, GA

This Agreement will renew the lease of twenty automated license plate readers from Flock Safety of Atlanta, GA and secure current pricing for the next five years.

- G. **A Resolution Approving the Annual Support Renewal for a Cybersecurity System from Heartland Business Systems**
This Resolution approves the renewal of an annual support, maintenance, and subscription contract for a cybersecurity system.
- H. **An Ordinance Waiving Competitive Bidding, Confirming the Purchase of Police Department Replacement Vehicles from Ziegler Auto Group of Schaumburg, IL, and Authorizing the Disposal of Surplus Vehicles**
The Village is seeking to replace three Police Department patrol vehicles. These vehicles were previously budgeted in FY 22/23 but due to production delays and cancellations orders have yet to be fulfilled. A purchase order has been submitted to secure the vehicles and this ordinance confirms the purchase.
- I. **A Resolution to Approve a Calendar Year 2024 Contribution in the Amount of \$1,018,643 to the Intergovernmental Risk Management Agency**
The Village is a member of the Intergovernmental Risk Management Agency (IRMA) which is a member-owned, self governed public risk pool and provides members with comprehensive property, casualty, workers' compensation, and public official liability coverage. The Village opts for the \$25,000 deductible, which is fairly standard among the majority of IRMA members and an analysis of the Village's historical claims confirms that this is the deductible that currently offers the best balance of risk/reward.
- J. **A Resolution Providing for an Eligibility Study and Report and a Redevelopment Plan and Project for a Proposed Green Acres Tax Increment Financing District and for the Potential Reimbursement of Related Eligible Costs (Green Acres Redevelopment)**
As provided for in the Pre-Development Agreement for the former Green Acres Country Club Property as approved by the Village Board on December 12, 2023, this resolution will initiate the process for preparation of an Eligibility Study and Redevelopment Plan and Project also known as a TIF Plan.
- K. **An Ordinance Amending Various Sections of Chapter 2 of the Northbrook Municipal Code, as Amended**
The proposed amendments codifies Human Resources as a division of the Village Manager's Office, consistent with the adopted FY24 General Fund budget. Additionally, the name of the Information Services Department is being updated to the Information Technology Department, which is consistent with how the Department is commonly referred to.
- L. **An Ordinance Amending Chapter 2, Article III of the Northbrook Municipal Code, as Amended, Regarding Compensation of the Village Clerk**
The Village President and Board of Trustees desire to amend the Northbrook Municipal Code to add a new section governing the compensation of the Village Clerk. In accordance with Section 9 of Article VII of the Illinois Constitution of 1970, this increase in the salary of an elected officer of the Village will not take effect during the village clerk's current term.
- M. **A Resolution Ratifying the Approval of a Pilot Program for Catastrophic Leave**
A pilot program for Catastrophic Leave has been developed and this resolution confirms its approval.

9. ADMINISTRATION AND FINANCE

10. PLANNING AND ECONOMIC DEVELOPMENT

11. COMMUNITY AND SUSTAINABILITY

12. PUBLIC WORKS AND FACILITIES

A. **Status Update on the Automated Metering Project**

Staff will provide a brief presentation on the status of the Automated Metering Project in anticipation of requests for Board action at future meetings.

13. PUBLIC SAFETY

14. COMMUNICATIONS AND OUTREACH

15. REMARKS FOR THE GOOD OF THE ORDER

16. CLOSED SESSION

17. ADJOURN

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 1, 2023 - DECEMBER 15, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304887	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	35,098.80
304853	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	550.19
6233(A)	ADVANCED TREE CARE	SERVICES - PW (*)	2,715.00
6234(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	440.00
304886	AL WARREN OIL CO INC	FUEL - PW	2,242.50
304903	ALLIANCE LAUNDRY SYSTEMS DISTR.LLC	EQUIPMENT MAINTENANCE - FD	292.50
6254(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	10,003.03
304826	AMALGAMATED BANK OF CHICAGO	ADMINISTRATION FEES - FIN	950.00
6252(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - IT/PW/FD/DPS	1,522.23
6264(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	539.59
304906	AMERICAN DOOR AND DOCK INC	PROFESSIONAL SERVICES - PW	5,750.00
6255(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	692.54
304901	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	355.00
304931	ANGELIKA MCGEE	REIMBURSEMENT - PD	8.95
6235(A)	ARLINGTON POWER EQUIPMENT	TOOLS - PW	918.05
304926	ARTISTIC ENGRAVING	UNIFORMS - PD	1,359.25
304831	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	8,857.15
304888	BACKFLOW SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	5,787.57
6236(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	3,616.23
304909	BCBS OF ILLINOIS REFUND & RECOVERY	AMBULANCE REIMB - FD	2,111.00
304932	BRENDAN CAIN	REIMBURSEMENT - PD	137.44
304933	BRETT KIM	REIMBURSEMENT - PD	27.26
304880	BUILDERS ASPHALT, LLC	MATERIALS - PW	2,146.44
6250(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	75.20
304913	CAROL NADLER	ESCROW RELEASE - PW	300.00
304829	CARUS CORPORATION	PROFESSIONAL SERVICES - PW	13,085.00
6259(A)	CHICAGO COMMUNICATIONS LLC	PROFESSIONAL SERVICES - PD	670.50
304830	CHICAGO TRIBUNE	ADS - DPS/PW	289.25
304927	CHICAGO WATER & FIRE RESTORATION	PROFESSIONAL SERVICES - PD	150.00
304934	CHRISTOPHER LACINA	REIMBURSEMENT - PD	148.70
304925	CINTAS CORPORATION #2	SUPPLIES - PD	471.92
304869	CINTAS CORPORATION #2	UNIFORMS - PW	87.47
304832	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	2,137.50
304833	COMCAST CABLE	TELECOMMUNICATIONS - IT	444.55
304915	COMCAST CABLE	CABLE/INTERNET - PD	136.40
304834	COMMONWEALTH EDISON COMPANY	SERVICES - DPS	64.00
304897	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	41,933.87
304835	COOK COUNTY TREASURER	SURPLUS REFUND - FIN (*)	653,547.45
304916	CRITICAL REACH INC.	MEMBERSHIP - PD	925.00
304875	CUMMINS SALES AND SERVICE	PARTS - PW	1,691.24
304836	CUTLER WORKWEAR	UNIFORMS - PW	447.41
304929	DONALD ANDERSON	REIMBURSEMENT - PD	150.00
6237(A)	DREISILKER ELECTRIC MOTORS INC	SUPPLIES - PW	499.22
304838	EL-COR INDUSTRIES, INC.	SUPPLIES - PW	453.80
304839	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES - FD	270.78
304905	EN VENDING LLC	CANTEEN - FD	644.16
304917	EVANSTON FUNERAL & CREMATION, INC	PROFESSIONAL SERVICES - PD	1,350.00
304896	EXCEL OIL SERVICES	SUPPLIES - PW	240.00
6260(A)	FASTSIGNS	SUPPLIES - PD	40.13
304840	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	103.70
304907	FIRE BY DESIGN INC	PROFESSIONAL SERVICES - PW	4,750.00
6249(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,605.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 1, 2023 - DECEMBER 15, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6251(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW	748.50
304902	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	900.00
304914	G DALE PATE	WATER/SEWER REFUND - FIN	699.15
304828	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	168.04
6261(A)	GALLS, LLC	UNIFORMS - PD	360.80
304918	GENE'S VILLAGE TOWING INC	PROFESSIONAL SERVICES - PD	420.00
304841	GOLF MILL FORD	PARTS - PW	2,003.70
6238(A)	GRAINGER	SUPPLIES - PW	261.15
6257(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,129.94
304919	GRAPHICS 2000 INC.	PRINTING - PD	756.25
304842	GRAPHICS 2000 INC.	PRINTING - FD	540.95
6239(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	7,237.15
304878	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
304900	HFS BUREAU OF FISCAL OPERATIONS	GEMT MEDICAID REIMB - FD (*)	119,639.11
304843	HIGH PSI LTD.	SERVICES - PW	2,170.00
304844	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	158.76
304882	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
304899	ILLINOIS PUBLIC WORKS MUTUAL AID	MEMBERSHIP - PW	250.00
304845	INSITUFORM TECHNOLOGIES USA, INC	PROFESSIONAL SERVICES - PW (*)	23,499.97
304827	ITSAVVY LLC	COMPUTER UPGRADES - IT	590.32
304881	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	480.00
304920	J.G. UNIFORMS, INC.	UNIFORMS - PD	2,571.30
304876	JCL GRAPHIX, LLC	SERVICES - PW	575.00
304930	JEFF ZIEBKA	REIMBURSEMENT - PD	137.36
304877	KELLEY WILLIAMSON COMPANY	SUPPLIES - PW	1,283.56
304870	LABSOURCE, INC.	SUPPLIES - FD	177.72
304846	LAI, LTD	SUPPLIES - PW	1,717.15
6240(A)	LAUTERBACH & AMEN, LLP	PROFESSIONAL SERVICES - FIN	3,450.00
304898	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	269.08
6241(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	516.96
304847	M.E. SIMPSON COMPANY, INC.	SERVICES - PW	545.00
6253(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	872.35
304911	MAUREEN MORRISSEY	REIMBURSEMENT - FD	159.00
304848	MAURO SEWER CONSTRUCTION, INC	PROFESSIONAL SERVICES - PW (*)	303,153.50
304849	M-B COMPANIES, INC.	PARTS - PW	1,735.85
304850	MENONI & MOCOINI, INC.	MATERIALS - PW	1,713.80
6256(A)	MERCHANTS' CREDIT GUIDE CO.	FEES - FIN	415.18
6243(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	18,540.00
304912	MICHAEL MARINIER	REIMBURSEMENT - FD	40.00
6248(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	303.38
6265(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
6262(A)	MOTOROLA SOLUTIONS, INC.	PROFESSIONAL SERVICES - PD	6,577.00
304883	NAPA AUTO PARTS	PARTS - PW	328.14
304854	NICOR	UTILITIES - PW	7,971.77
304851	NIPSTA	TRAINING - FD	980.00
304890	NOBLE TEC LLC	ANNUAL SUBSCRIPTION - IT	1,853.40
304921	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	210.00
304855	NORTH SHORE GAS COMPANY	UTILITIES - PW	282.39
304922	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PD	1,056.00
304856	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - FD	280.00
304928	ONCE UPON A DELI	CANTEEN - PD	228.00
304895	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	1,408.70

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FOR 1/9/24 MEETING

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304892	PALE BLUE DOT LLC	PROFESSIONAL SERVICES - DPS	3,800.00
304904	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	498.01
6244(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	1,078.20
304879	POSTAL SOURCE	SUPPLIES - FIN	309.95
304884	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	976.00
304857	PROMOTIONAL SOLUTIONS INC.	SUPPLIES - FD	797.00
304852	QUADIENT, INC	POSTAGE MACHINE RENTAL - FIN	543.00
6245(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	42,751.91
304858	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
304935	RICHARD RASH	REIMBURSEMENT - PD	273.00
304885	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
304859	ROWELL CHEMICAL CORPORATION	SUPPLIES - PW (*)	7,626.00
6246(A)	RUBBER, INC.	PARTS - PW	227.99
304860	SHERWIN WILLIAMS	SUPPLIES - PW	347.52
304861	SIEVERT ELECTRIC SERVICE & SALES	SERVICES - PW	1,250.00
6263(A)	SIRCHIE	SUPPLIES - PD	38.24
304862	SPOK, INC.	PAGERS - PW	104.33
304863	STANDARD INDUSTRIAL & AUTOMOTIVE	SERVICES - PW	495.00
304874	STATE GRAPHICS	PRINTING - FIN	194.00
304923	SUNSET FOOD MART, INC.	CANTEEN - PD	750.86
304864	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	93.95
304891	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	1,617.89
6242(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
6258(A)	THE ORGANIC GARDENER LTD	PROFESSIONAL SERVICES - DPS	800.00
304865	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	200.00
304924	THOMSON REUTERS	PROFESSIONAL SERVICES - PD	316.83
304894	TODAY'S UNIFORMS INC.	UNIFORMS - FD	4,093.10
304866	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	1,872.30
304893	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	35.00
304889	VERIZON CONNECT NWF INC.	SERVICES - PW	1,171.09
304867	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	3,536.02
304873	VILLAGE OF ROMEOVILLE	TRAINING - FD	385.00
304868	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	1,875.00
304837	W S DARLEY & COMPANY	SUPPLIES - FD	6,351.43
304910	WALLACE MAYNARD	REIMBURSEMENT - PW	50.00
304825	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	2,160.00
304908	WATER ISAC	MEMBERSHIP - IT	580.00
6247(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	10,521.90
304936	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	365.40
304871	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	66.00
304872	WINKLER'S TREE SERVICE INC.	SERVICES - PW	369.00
CLASS 'A' TOTAL			1,502,560.18

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
396(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	19,455.57
304810	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
304811	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	165.00
12(E)	IPBC	HEALTH INSURANCE - GG	565,972.31
395(E)	LOWE'S	SUPPLIES - PW	1,721.10
12/15/23	PAYROLL	12/15/2023 PAYROLL	1,033,712.37
CLASS 'B' TOTAL			1,621,199.35
REPORT TOTAL			3,123,759.53

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

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304848	MAURO SEWER CONSTRUCTION, INC	PROFESSIONAL SERVICES - PW (*)	303,153.50
304900	HFS BUREAU OF FISCAL OPERATIONS	GEMT MEDICAID REIMB - FD (*)	119,639.11
304858	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	52,098.00
6245(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	42,751.91
304897	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	41,933.87
304887	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	35,098.80
304845	INSITUFORM TECHNOLOGIES USA, INC	PROFESSIONAL SERVICES - PW (*)	23,499.97
6243(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	18,540.00
304829	CARUS CORPORATION	PROFESSIONAL SERVICES - PW	13,085.00
6247(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	10,521.90
6254(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	10,003.03
304831	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	8,857.15
304854	NICOR	UTILITIES - PW	7,971.77
304859	ROWELL CHEMICAL CORPORATION	SUPPLIES - PW (*)	7,626.00
6239(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	7,237.15
6262(A)	MOTOROLA SOLUTIONS, INC.	PROFESSIONAL SERVICES - PD	6,577.00
304885	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
304837	W S DARLEY & COMPANY	SUPPLIES - FD	6,351.43
304888	BACKFLOW SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	5,787.57
304906	AMERICAN DOOR AND DOCK INC	PROFESSIONAL SERVICES - PW	5,750.00
304878	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
304907	FIRE BY DESIGN INC	PROFESSIONAL SERVICES - PW	4,750.00
304894	TODAY'S UNIFORMS INC.	UNIFORMS - FD	4,093.10
304892	PALE BLUE DOT LLC	PROFESSIONAL SERVICES - DPS	3,800.00
6236(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	3,616.23
304867	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	3,536.02
6240(A)	LAUTERBACH & AMEN, LLP	PROFESSIONAL SERVICES - FIN	3,450.00
6257(A)	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	3,129.94
6233(A)	ADVANCED TREE CARE	SERVICES - PW (*)	2,715.00
304920	J.G. UNIFORMS, INC.	UNIFORMS - PD	2,571.30
304886	AL WARREN OIL CO INC	FUEL - PW	2,242.50
304843	HIGH PSI LTD.	SERVICES - PW	2,170.00
304825	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	2,160.00
304880	BUILDERS ASPHALT, LLC	MATERIALS - PW	2,146.44
304832	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	2,137.50
304909	BCBS OF ILLINOIS REFUND & RECOVERY	AMBULANCE REIMB - FD	2,111.00
304841	GOLF MILL FORD	PARTS - PW	2,003.70
304868	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	1,875.00
304866	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	1,872.30
304890	NOBLE TEC LLC	ANNUAL SUBSCRIPTION - IT	1,853.40
304882	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
304849	M-B COMPANIES, INC.	PARTS - PW	1,735.85
304846	LAI, LTD	SUPPLIES - PW	1,717.15
304850	MENONI & MOCOGNI, INC.	MATERIALS - PW	1,713.80
304875	CUMMINS SALES AND SERVICE	PARTS - PW	1,691.24
6242(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
304891	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	1,617.89
6249(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,605.00
6252(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - IT/PW/FD/DPS	1,522.23
304895	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	1,408.70
304926	ARTISTIC ENGRAVING	UNIFORMS - PD	1,359.25

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 1, 2023 - DECEMBER 15, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304917	EVANSTON FUNERAL & CREMATION, INC	PROFESSIONAL SERVICES - PD	1,350.00
304877	KELLEY WILLIAMSON COMPANY	SUPPLIES - PW	1,283.56
304861	SIEVERT ELECTRIC SERVICE & SALES	SERVICES - PW	1,250.00
304889	VERIZON CONNECT NWF INC.	SERVICES - PW	1,171.09
6244(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	1,078.20
304922	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PD	1,056.00
304851	NIPSTA	TRAINING - FD	980.00
304884	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	976.00
304826	AMALGAMATED BANK OF CHICAGO	ADMINISTRATION FEES - FIN	950.00
304916	CRITICAL REACH INC.	MEMBERSHIP - PD	925.00
6235(A)	ARLINGTON POWER EQUIPMENT	TOOLS - PW	918.05
304902	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	900.00
6253(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	872.35
6258(A)	THE ORGANIC GARDENER LTD	PROFESSIONAL SERVICES - DPS	800.00
304857	PROMOTIONAL SOLUTIONS INC.	SUPPLIES - FD	797.00
304919	GRAPHICS 2000 INC.	PRINTING - PD	756.25
304923	SUNSET FOOD MART, INC.	CANTEEN - PD	750.86
6251(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW	748.50
304914	G DALE PATE	WATER/SEWER REFUND - FIN	699.15
6255(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	692.54
6259(A)	CHICAGO COMMUNICATIONS LLC	PROFESSIONAL SERVICES - PD	670.50
304905	EN VENDING LLC	CANTEEN - FD	644.16
304827	ITSAVVY LLC	COMPUTER UPGRADES - IT	590.32
304908	WATER ISAC	MEMBERSHIP - IT	580.00
304876	JCL GRAPHIX, LLC	SERVICES - PW	575.00
304853	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	550.19
304847	M.E. SIMPSON COMPANY, INC.	SERVICES - PW	545.00
304852	QUADIENT, INC	POSTAGE MACHINE RENTAL - FIN	543.00
304842	GRAPHICS 2000 INC.	PRINTING - FD	540.95
6264(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	539.59
6241(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	516.96
6237(A)	DREISILKER ELECTRIC MOTORS INC	SUPPLIES - PW	499.22
304904	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	498.01
304863	STANDARD INDUSTRIAL & AUTOMOTIVE	SERVICES - PW	495.00
304881	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	480.00
304925	CINTAS CORPORATION #2	SUPPLIES - PD	471.92
304838	EL-COR INDUSTRIES, INC.	SUPPLIES - PW	453.80
304836	CUTLER WORKWEAR	UNIFORMS - PW	447.41
304833	COMCAST CABLE	TELECOMMUNICATIONS - IT	444.55
6234(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	440.00
304918	GENE'S VILLAGE TOWING INC	PROFESSIONAL SERVICES - PD	420.00
6256(A)	MERCHANTS' CREDIT GUIDE CO.	FEES - FIN	415.18
304873	VILLAGE OF ROMEOVILLE	TRAINING - FD	385.00
304872	WINKLER'S TREE SERVICE INC.	SERVICES - PW	369.00
304936	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	365.40
6261(A)	GALLS, LLC	UNIFORMS - PD	360.80
304901	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	355.00
304860	SHERWIN WILLIAMS	SUPPLIES - PW	347.52
304883	NAPA AUTO PARTS	PARTS - PW	328.14
304924	THOMSON REUTERS	PROFESSIONAL SERVICES - PD	316.83
304879	POSTAL SOURCE	SUPPLIES - FIN	309.95
6248(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	303.38

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 1, 2023 - DECEMBER 15, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304913	CAROL NADLER	ESCROW RELEASE - PW	300.00
304903	ALLIANCE LAUNDRY SYSTEMS DISTR.LLC	EQUIPMENT MAINTENANCE - FD	292.50
304830	CHICAGO TRIBUNE	ADS - DPS/PW	289.25
304855	NORTH SHORE GAS COMPANY	UTILITIES - PW	282.39
304856	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - FD	280.00
304935	RICHARD RASH	REIMBURSEMENT - PD	273.00
304839	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES - FD	270.78
304898	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	269.08
6238(A)	GRAINGER	SUPPLIES - PW	261.15
304899	ILLINOIS PUBLIC WORKS MUTUAL AID	MEMBERSHIP - PW	250.00
6265(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
304896	EXCEL OIL SERVICES	SUPPLIES - PW	240.00
304928	ONCE UPON A DELI	CANTEEN - PD	228.00
6246(A)	RUBBER, INC.	PARTS - PW	227.99
304921	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	210.00
304865	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	200.00
304874	STATE GRAPHICS	PRINTING - FIN	194.00
304870	LABSOURCE, INC.	SUPPLIES - FD	177.72
304828	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	168.04
304911	MAUREEN MORRISSEY	REIMBURSEMENT - FD	159.00
304844	IDLEWOOD ELECTRIC SUPPLY, INC	SUPPLIES - PW	158.76
304927	CHICAGO WATER & FIRE RESTORATION	PROFESSIONAL SERVICES - PD	150.00
304929	DONALD ANDERSON	REIMBURSEMENT - PD	150.00
304934	CHRISTOPHER LACINA	REIMBURSEMENT - PD	148.70
304932	BRENDAN CAIN	REIMBURSEMENT - PD	137.44
304930	JEFF ZIEBKA	REIMBURSEMENT - PD	137.36
304915	COMCAST CABLE	CABLE/INTERNET - PD	136.40
304862	SPOK, INC.	PAGERS - PW	104.33
304840	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	103.70
304864	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	93.95
304869	CINTAS CORPORATION #2	UNIFORMS - PW	87.47
6250(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	75.20
304871	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	66.00
304834	COMMONWEALTH EDISON COMPANY	SERVICES - DPS	64.00
304910	WALLACE MAYNARD	REIMBURSEMENT - PW	50.00
6260(A)	FASTSIGNS	SUPPLIES - PD	40.13
304912	MICHAEL MARINIER	REIMBURSEMENT - FD	40.00
6263(A)	SIRCHIE	SUPPLIES - PD	38.24
304893	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	35.00
304933	BRETT KIM	REIMBURSEMENT - PD	27.26
304931	ANGELIKA MCGEE	REIMBURSEMENT - PD	8.95
CLASS 'A' TOTAL			1,502,560.18

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 1, 2023 - DECEMBER 15, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
12/15/23	PAYROLL	12/15/2023 PAYROLL	1,033,712.37
12(E)	IPBC	HEALTH INSURANCE - GG	565,972.31
396(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	19,455.57
395(E)	LOWE'S	SUPPLIES - PW	1,721.10
304810	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	173.00
304811	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	165.00
CLASS 'B' TOTAL			1,621,199.35
REPORT TOTAL			3,123,759.53

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

DECEMBER 14, 2023 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304812	CLEAR PIPE, INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304813	DSM PROPERTIES INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	4,000.00
304814	C & P REMODELING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304815	PRESTIGE KITCHEN & BATH	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	360.00
304816	MERGENTHALER PLUMBING CO	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304817	RELIANCE PLUMBING SEWER AND DRAINAGE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304818	DAN & JOANNE LO	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	3,000.00
304819	ABC PLUMBING, HEATING, COOLING & EL	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304820	DAVID & LINDSAY PASTERNAK	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304821	MATHIESON HOUSE LLC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304822	RAVINIA PLUMBING AND HEATING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304823	I & D PLUMBING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304824	ROTO ROOTER SERVICES COMPANY	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
CLASS 'A' TOTAL			13,860.00

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

**GENERAL LEDGER SYSTEM
WARRANT LIST**

**INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
FOR 1/9/24 MEETING**

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6267(A)	A/R CONCEPTS, INC.	COLLECTIONS - FD	3,858.28
304945	AAA LOCK & KEY	SUPPLIES - PW	146.00
304975	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	83.70
6297(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
305009	ADVANCED ELEVATOR COMPANY	PROFESSIONAL SERVICES - PW	520.00
6268(A)	ADVANCED TREE CARE	SERVICES - PW	1,615.00
305002	AL WARREN OIL CO INC	FUEL - PW	16,354.40
6292(A)	ALPHAGRAPHICS US333	SUPPLIES - GG	25.00
305013	AMANDA JAEGER	REIMBURSEMENT - PD	104.90
305006	AMAZON WEB SERVICES, INC.	SUPPLIES - GG	137.41
6295(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/PW/FIN/IT	1,835.19
305014	ANGELIKA MCGEE	REIMBURSEMENT - PD	30.92
6269(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	9.66
304997	ATLAS BOBCAT, LLC	PARTS - PW	1,648.53
304991	BATTERIES PLUS LLC	SUPPLIES - PW	82.30
305021	BRIAN FLEMING	REIMBURSEMENT - FD	34.87
304980	CASH	PETTY CASH - FIN	1,204.68
304947	CHICAGO METROPOLITAN AGENCY FOR PLANNING	MEMBERSHIP - GG	1,512.08
305015	CHRISTOPHER LACINA	REIMBURSEMENT - PD	51.81
304990	CINTAS CORPORATION #2	UNIFORMS - PW	259.74
6273(A)	COMCAST	TELECOMMUNICATIONS - IT	2,654.25
304948	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	4,093.29
304949	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - DPS	685.00
304950	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	1,036.35
305012	CRAIG HARTMAN	ALARM PERMIT REFUND - PD	5.00
305016	DENISE JASSO	REIMBURSEMENT - PD	177.51
304951	EL-COR INDUSTRIES, INC.	PARTS - PW	761.87
304952	FEDEX	SERVICES - PW	21.06
304953	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	183.77
6293(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,460.00
6294(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	1,122.87
305008	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	7,331.28
6274(A)	FLUORECYCLE, INC.	RECYCLING - PW	874.58
304954	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	3,138.83
304946	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	189.68
6275(A)	GALLS, LLC	UNIFORMS - PD	1,895.20
304956	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	59,929.00
304955	GOLF MILL FORD	PARTS - PW	7,637.73
305010	GORDON FLESCH COMPANY INC.	PRINTING - IT	382.20
6276(A)	GRAINGER	SUPPLIES - PW	401.80
6277(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	3,799.60
304957	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	209.82
304958	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	256.30
304959	ILLINOIS FIRE CHIEFS ASSOCIATION	MEMBERSHIPS - FD	700.00
304960	ILLINOIS FIRE INSPECTORS ASSOCIATION	MEMBERSHIPS - FD	100.00
304961	ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP - GG	2,500.00
304962	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
305017	ILONA MYKHNYCH	TUITION REIMBURSEMENT - PD	4,263.96
304963	IMAGE SPECIALTIES OF GLENVIEW	SERVICE RECOGNITION - FD	1,130.00
304964	INFO-TECH RESEARCH GROUP INC.	ANNUAL SUBSCRIPTION - IT	3,733.00
304998	INTERACTIVE BUILDING SOLUTIONS, LLC	SERVICES - PW	487.43

VILLAGE OF NORTHBROOK

**GENERAL LEDGER SYSTEM
WARRANT LIST**

**INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
6279(A)	INTERGOVERNMENTAL RISK MANAGEMENT	2024 INSURANCE PREMIUM - FIN (*)	1,018,643.00
304999	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	250.00
304965	J.G. UNIFORMS, INC.	UNIFORMS - PD	4,769.45
304967	JOHN S. NEENAN	SUPPLIES - PW	478.80
305018	JOHN SEILER	REIMBURSEMENT - PD	340.15
304966	JOHNSTONE SUPPLY	SUPPLIES - PW	380.18
305004	JUDYS MAILING/FULFILLMENT SERVICE	POSTAGE - PD	957.32
304968	KLOEPFER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	17,680.44
305011	LAUREN FRIEDMAN	AMBULANCE REIMB - FD	40.00
304969	LEACH ENTERPRISES, INC	PARTS - PW	478.30
6280(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	667.48
6296(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	262.10
6281(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	292.20
6282(A)	MEADE INC.	PROFESSIONAL SERVICES - PW (*)	63,090.50
304970	MENONI & MOCOINI, INC.	MATERIALS - PW	2,940.00
304971	METRA	LEASE AGREEMENT - PW	2,500.00
6283(A)	MID AMERICAN WATER OF WAUCONDA INC.	SUPPLIES - PW	412.65
6291(A)	MIDWEST COMPUTER PRODUCTS, INC.	EXTENDED WARRANTY - GG	6,888.75
304996	MIDWEST POWER VAC INC	SERVICES - PW	2,213.75
304972	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	390.33
304995	MORNINGSIDE CROSSROADS	TIF PAYMENT - FIN (*)	1,047,788.20
6284(A)	MORRISON ASSOCIATES, LTD	TRAINING - GG	250.00
304973	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	1,147.12
305000	NAPA AUTO PARTS	PARTS - PW	1,144.74
304974	NATIONAL ASSOCIATION OF SOCIAL	MEMBERSHIP - PD	507.00
304977	NICOR	UTILITIES - PW	99.19
304976	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	545.00
304978	NORTHERN ILLINOIS POLICE ALARM	TRAINING - PD	35.20
6285(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	2,671.80
305001	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	430.50
304979	RAY O'HERRON CO., INC.	SUPPLIES - PD	3,990.00
6286(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	30,415.25
305022	REBECCA NELSON	REIMBURSEMENT - GG	694.28
304981	REGIONAL TRUCK EQUIPMENT CO.	SERVICES - PW	4,163.00
305019	RICHARD RASH	REIMBURSEMENT - PD	15.00
6270(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	990.00
304982	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	203.06
304983	SHERWIN WILLIAMS	SUPPLIES - PW	473.15
6287(A)	SIRCHIE	SUPPLIES - PD	422.05
305007	SPARK HIRE, INC.	ANNUAL SUBSCRIPTION - GG	3,588.00
304984	STANDARD EQUIPMENT COMPANY	PARTS - PW	155.83
304993	STATE GRAPHICS	SUPPLIES - GG	1,392.00
304994	STATE GRAPHICS	SUPPLIES - GG	144.00
305023	STEVE DUBROW	WATER/SEWER REFUND - FIN	451.35
6289(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	68,811.97
304985	SUNSET FOOD MART, INC.	CANTEEN - PW	33.95
304986	TAPCO	SUPPLIES - PW	1,299.54
304987	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
305005	TODAY'S UNIFORMS INC.	UNIFORMS - FD	2,926.75
305020	TODD FEINGOLD	REIMBURSEMENT - PD	162.44
305003	TOP CHOICE TENTS, INC.	FAMILY DINNER - GG	629.30

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304988	U.S. FIRE & SAFETY EQUIPMENT	PARTS - PW	1,258.22
6272(A)	UNITED STATES POSTAL SERVICE	POSTAGE - FIN	5,000.00
6278(A)	USABUEBOOK	SUPPLIES - PW	1,562.30
6290(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW (*)	9,540.00
304992	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	424.00
6288(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	3,740.37
304989	WEST SIDE TRACTOR SALES	PARTS - PW	480.20
6271(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	2,479.35
6298(A)	ZONES ,LLC	ANNUAL MAINTENANCE - IT	5,012.11
CLASS 'A' TOTAL			2,486,829.47
CLASS 'B' WARRANTS			
399(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	9,560.98
6266(A)	CLARK HILL PLC	LEGAL SERVICES - GG	32,669.00
398(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	4,051.43
397(E)	ILLINOIS DEPT. OF EMPLOYMENT SECURITY	UNEMPLOYMENT INSURANCE - FIN	7,295.56
12/29/23	PAYROLL	12/29/2023 PAYROLL	1,038,912.93
CLASS 'B' TOTAL			1,092,489.90
REPORT TOTAL			3,579,319.37

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

**GENERAL LEDGER SYSTEM
WARRANT LIST**

**INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
FOR 1/9/24 MEETING**

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304995	MORNINGSIDE CROSSROADS	TIF PAYMENT - FIN (*)	1,047,788.20
6279(A)	INTERGOVERNMENTAL RISK MANAGEMENT	2024 INSURANCE PREMIUM - FIN (*)	1,018,643.00
6289(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	68,811.97
6282(A)	MEADE INC.	PROFESSIONAL SERVICES - PW (*)	63,090.50
304956	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	59,929.00
6286(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	30,415.25
304968	KLOEPFER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	17,680.44
6297(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
305002	AL WARREN OIL CO INC	FUEL - PW	16,354.40
6290(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW (*)	9,540.00
304955	GOLF MILL FORD	PARTS - PW	7,637.73
305008	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	7,331.28
6291(A)	MIDWEST COMPUTER PRODUCTS, INC.	EXTENDED WARRANTY - GG	6,888.75
6298(A)	ZONES ,LLC	ANNUAL MAINTENANCE - IT	5,012.11
6272(A)	UNITED STATES POSTAL SERVICE	POSTAGE - FIN	5,000.00
304965	J.G. UNIFORMS, INC.	UNIFORMS - PD	4,769.45
305017	ILONA MYKHNYCH	TUITION REIMBURSEMENT - PD	4,263.96
304981	REGIONAL TRUCK EQUIPMENT CO.	SERVICES - PW	4,163.00
304948	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	4,093.29
304979	RAY O'HERRON CO., INC.	SUPPLIES - PD	3,990.00
6267(A)	A/R CONCEPTS, INC.	COLLECTIONS - FD	3,858.28
6277(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	3,799.60
6288(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	3,740.37
304964	INFO-TECH RESEARCH GROUP INC.	ANNUAL SUBSCRIPTION - IT	3,733.00
305007	SPARK HIRE, INC.	ANNUAL SUBSCRIPTION - GG	3,588.00
304954	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	3,138.83
304970	MENONI & MOCOGNI, INC.	MATERIALS - PW	2,940.00
305005	TODAY'S UNIFORMS INC.	UNIFORMS - FD	2,926.75
6285(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	2,671.80
6273(A)	COMCAST	TELECOMMUNICATIONS - IT	2,654.25
304961	ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP - GG	2,500.00
304971	METRA	LEASE AGREEMENT - PW	2,500.00
6271(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	2,479.35
304996	MIDWEST POWER VAC INC	SERVICES - PW	2,213.75
6275(A)	GALLS, LLC	UNIFORMS - PD	1,895.20
6295(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/PW/FIN/IT	1,835.19
304997	ATLAS BOBCAT, LLC	PARTS - PW	1,648.53
6268(A)	ADVANCED TREE CARE	SERVICES - PW	1,615.00
6278(A)	USABUEBOOK	SUPPLIES - PW	1,562.30
304947	CHICAGO METROPOLITAN AGENCY FOR PLANNING	MEMBERSHIP - GG	1,512.08
6293(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,460.00
304993	STATE GRAPHICS	SUPPLIES - GG	1,392.00
304986	TAPCO	SUPPLIES - PW	1,299.54
304988	U.S. FIRE & SAFETY EQUIPMENT	PARTS - PW	1,258.22
304980	CASH	PETTY CASH - FIN	1,204.68
304973	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	1,147.12
305000	NAPA AUTO PARTS	PARTS - PW	1,144.74
304963	IMAGE SPECIALTIES OF GLENVIEW	SERVICE RECOGNITION - FD	1,130.00
6294(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	1,122.87
304950	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	1,036.35
6270(A)	ROSE MARY JURINEK	PROFESSIONAL SERVICES - PD	990.00

VILLAGE OF NORTHBROOK

**GENERAL LEDGER SYSTEM
WARRANT LIST**

**INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
FOR 1/9/24 MEETING**

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
305004	JUDYS MAILING/FULFILLMENT SERVICE	POSTAGE - PD	957.32
6274(A)	FLUORECYCLE, INC.	RECYCLING - PW	874.58
304951	EL-COR INDUSTRIES, INC.	PARTS - PW	761.87
304959	ILLINOIS FIRE CHIEFS ASSOCIATION	MEMBERSHIPS - FD	700.00
305022	REBECCA NELSON	REIMBURSEMENT - GG	694.28
304949	COOK COUNTY RECORDER OF DEEDS	RECORDING FEES - DPS	685.00
6280(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	667.48
305003	TOP CHOICE TENTS, INC.	FAMILY DINNER - GG	629.30
304976	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	545.00
305009	ADVANCED ELEVATOR COMPANY	PROFESSIONAL SERVICES - PW	520.00
304974	NATIONAL ASSOCIATION OF SOCIAL	MEMBERSHIP - PD	507.00
304998	INTERACTIVE BUILDING SOLUTIONS, LLC	SERVICES - PW	487.43
304989	WEST SIDE TRACTOR SALES	PARTS - PW	480.20
304967	JOHN S. NEENAN	SUPPLIES - PW	478.80
304969	LEACH ENTERPRISES, INC	PARTS - PW	478.30
304983	SHERWIN WILLIAMS	SUPPLIES - PW	473.15
305023	STEVE DUBROW	WATER/SEWER REFUND - FIN	451.35
305001	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	430.50
304992	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	424.00
6287(A)	SIRCHIE	SUPPLIES - PD	422.05
6283(A)	MID AMERICAN WATER OF WAUCONDA INC.	SUPPLIES - PW	412.65
6276(A)	GRAINGER	SUPPLIES - PW	401.80
304972	MONROE TRUCK EQUIPMENT, INC	PARTS - PW	390.33
305010	GORDON FLESCH COMPANY INC.	PRINTING - IT	382.20
304966	JOHNSTONE SUPPLY	SUPPLIES - PW	380.18
305018	JOHN SEILER	REIMBURSEMENT - PD	340.15
304962	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	302.00
6281(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	292.20
6296(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	262.10
304990	CINTAS CORPORATION #2	UNIFORMS - PW	259.74
304958	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	256.30
304999	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	250.00
6284(A)	MORRISON ASSOCIATES, LTD	TRAINING - GG	250.00
304957	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	209.82
304982	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	203.06
304946	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	189.68
304953	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PW	183.77
305016	DENISE JASSO	REIMBURSEMENT - PD	177.51
305020	TODD FEINGOLD	REIMBURSEMENT - PD	162.44
304984	STANDARD EQUIPMENT COMPANY	PARTS - PW	155.83
304945	AAA LOCK & KEY	SUPPLIES - PW	146.00
304994	STATE GRAPHICS	SUPPLIES - GG	144.00
305006	AMAZON WEB SERVICES, INC.	SUPPLIES - GG	137.41
305013	AMANDA JAEGER	REIMBURSEMENT - PD	104.90
304960	ILLINOIS FIRE INSPECTORS ASSOCIATION	MEMBERSHIPS - FD	100.00
304987	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
304977	NICOR	UTILITIES - PW	99.19
304975	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	83.70
304991	BATTERIES PLUS LLC	SUPPLIES - PW	82.30
305015	CHRISTOPHER LACINA	REIMBURSEMENT - PD	51.81
305011	LAUREN FRIEDMAN	AMBULANCE REIMB - FD	40.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN DECEMBER 16, 2023 - DECEMBER 31, 2023
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304978	NORTHERN ILLINOIS POLICE ALARM	TRAINING - PD	35.20
305021	BRIAN FLEMING	REIMBURSEMENT - FD	34.87
304985	SUNSET FOOD MART, INC.	CANTEEN - PW	33.95
305014	ANGELIKA MCGEE	REIMBURSEMENT - PD	30.92
6292(A)	ALPHAGRAPHICS US333	SUPPLIES - GG	25.00
304952	FEDEX	SERVICES - PW	21.06
305019	RICHARD RASH	REIMBURSEMENT - PD	15.00
6269(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	9.66
305012	CRAIG HARTMAN	ALARM PERMIT REFUND - PD	5.00
CLASS 'A' TOTAL			2,486,829.47
CLASS 'B' WARRANTS			
12/29/23	PAYROLL	12/29/2023 PAYROLL	1,038,912.93
6266(A)	CLARK HILL PLC	LEGAL SERVICES - GG	32,669.00
399(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	9,560.98
397(E)	ILLINOIS DEPT. OF EMPLOYMENT SECURITY	UNEMPLOYMENT INSURANCE - FIN	7,295.56
398(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD - FIN	4,051.43
CLASS 'B' TOTAL			1,092,489.90
REPORT TOTAL			3,579,319.37

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

DECEMBER 30, 2023 ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
FOR 1/9/24 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
304937	SINA PLUMBING DRAIN SERVICE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304938	AIMEE & ANDREW WOOL	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	10,000.00
304939	RELIANCE PLUMBING SEWER AND DRAINAGE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304940	SANTUCCI PLUMBING INC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	500.00
304941	ABC PLUMBING, HEATING, COOLING & ELECTRIC	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304942	CASTLEHAWK BUILDERS	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304943	RAVINIA PLUMBING AND HEATING	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	1,000.00
304944	JOYCE MCDEVITT	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	2,800.00
CLASS 'A' TOTAL			17,300.00

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day
of _____ 20__.

Village President

ATTEST: _____

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Establishing an Ad Hoc Housing Committee of the Board of Trustees

Overview/Synopsis.

The President and Board of Trustees wish to establish an Ad Hoc Housing Committee to evaluate and recommend to the Village Board use of the current \$453,881 in Affordable Housing Funds available to the Village along with next steps/timing for use of funds.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

Once established, the Ad Hoc Housing Committee will evaluate and recommend to the Village Board use of the current \$453,881 in Affordable Housing Funds available to the Village along with next steps/timing for use of funds. The Ad Hoc Housing Committee will be supported by the Village Manager, Development and Planning Services Department, and Community Partners for Affordable Housing (CPAH) under the contract, which designates CPAH as the appointed entity responsible for studying affordable housing initiatives and the development of affordable housing programs/policies, as approved by the Village Board of Trustees on April 11, 2023.

The Ad Hoc Housing Committee will sunset at the end of calendar year 2024, unless extended by the Board of Trustees, consistent with prior Ad Hoc Committees of the Village Board.

[A Resolution Establishing an Ad Hoc Housing Committee of the Board of Trustees.docx](#)

Resolution 2024-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Establishing an Ad Hoc Housing Committee of the Board of Trustees

is hereby adopted, as follows:

Section 1. Recitals.

Section 2-28 of the Northbrook Municipal Code (1991), as amended ("***Municipal Code***") provides that the President and the Board of Trustees may, by resolution duly adopted, establish various work committees of its members.

The President and the Board of Trustees have determined that it is in the best interest of the Village and the public to establish an *Ad Hoc* Housing Committee of the Board of Trustees.

Section 2. Establishment of Ad Hoc Housing Committee.

Pursuant to the authority set forth in Section 2-28 of the Municipal Code, the *Ad Hoc* Housing Committee of the Board of Trustees is hereby established.

The Ad Hoc Housing Committee shall sunset December 31, 2024, unless extended by action of the Village Board.

ATTEST:

Village Clerk

Village President

Village Board Work Committees

January 9, 2024

AD HOC LABOR RELATIONS

- **Robert Israel, Chair**
- Daniel Pepoon, Member
- Heather Ross, Member

AD HOC HOUSING

- **Heather Ross, Chair**
- Johannah Hebl, Member
- Joy Ebhomielen, Member

ADMINISTRATION & FINANCE

- **Robert Israel, Chair**
- Daniel Pepoon, Member
- Joy Ebhomielen, Member

COMMUNICATIONS & OUTREACH

- **Michelle Kohler, Chair**
- Heather Ross, Member
- Johannah Hebl, Member

COMMUNITY & SUSTAINABILITY

- **Heather Ross, Chair**
- Robert Israel, Member
- Michelle Kohler, Member

PLANNING & ECONOMIC DEVELOPMENT

- **Johannah Hebl, Chair**
- Heather Ross, Member
- Michelle Kohler, Member

PUBLIC SAFETY

- **Daniel Pepoon, Chair**
- Johannah Hebl, Member
- Joy Ebhomielen, Member

PUBLIC WORKS & FACILITIES

- **Joy Ebhomielen, Chair**
- Robert Israel, Member
- Daniel Pepoon, Member

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: An Ordinance Approving the Purchase of a Public Works Administrative Vehicle and Authorizing the Disposal of a Surplus Vehicle

Overview/Synopsis.

This ordinance authorizes the purchase of a Hybrid Ford F-150 to replace an existing 2007 Toyota Prius, Unit #428, which will be declared surplus and disposed of upon the receipt and outfitting of the new vehicle.

Fiscal Impact.

Sufficient funds for this administrative vehicle replacement are included in the FY 2023/2024 Budget in the General Fund Account No. 11-4100-708-00 (Vehicles) for the purchase in the amount not to exceed \$59,500, which is inclusive of all taxes, title, and license. The requested spending authority was established using pricing the Village has obtained for equivalent hybrid F-150s from multiple dealerships.

Recommendation.

Approval.

Background.

As part of the annual Capital Improvement Plan and Budget process, the Village assesses the overall condition of its fleet and equipment, proposing replacements based on factors such as age, condition, maintenance history, and mileage. The Fiscal Year 2023/2024 Budget includes the replacement of Unit #428, a 2007 Toyota Prius that is utilized by the Public Works Engineering Division.

The Village ordinarily collaborates with purchasing cooperatives like the Northwest Municipal Conference's Suburban Purchasing Cooperative (SPC) and Sourcewell Cooperative Purchasing for vehicle replacements. This allows the Village to benefit from competitive bids and economies of scale. However, over the past three years, the landscape for vehicle procurement has become increasingly challenging and neither the Northwest Municipal Conference's Suburban Purchasing Cooperative nor Sourcewell Cooperative Purchasing can fulfill orders from the past three years.

Several factors contribute to this challenge, including the impact of the Covid-19 pandemic, disruptions in the global supply chain, reduced vehicle inventories, and extended delivery schedules. These issues make it difficult for the Village to secure replacement vehicles

through government cooperatives and, given the current conditions in the vehicle market, dealerships are unwilling to hold vehicles in their inventory to meet the requirements of a bid process.

To address this situation, staff is requesting advance authorization to purchase a replacement vehicle from a dealership as one may become available. This involves waiving competitive bidding requirements and eliminating the need for further Board approval. Staff is committed to following best practices to ensure that the purchased vehicle's price is comparable to similar vehicles in the region from other manufacturers and dealerships. Additionally, staff is dedicated to integrating hybrid or electric vehicles into the fleet, aligning with Climate Action Plan Strategy TL 4-1.

Staff recommends that the Village Board approves an Ordinance for the purchase of a Hybrid Ford F-150, not exceeding \$59,500, as it becomes available at regional dealerships and declaring the existing Unit #428, a 2007 Toyota Prius, as surplus for disposal upon receipt and outfitting of the replacement vehicle. Staff will be available at the Board of Trustees meeting to address any inquiries that may arise.

[An Ordinance Authorizing the Purchase of a Replacement Vehicle.docx](#)

Ordinance _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

An Ordinance Approving the Purchase of a Public Works Administrative Vehicle and Authorizing the Disposal of a Surplus Vehicle

is hereby adopted, as follows:

Section 1. RECITALS

As part of the annual Capital Improvement Plan and Budget process, the Village assesses the overall condition of its fleet and equipment, proposing replacements based on factors such as age, condition, maintenance history, and mileage.

The Fiscal Year 2023/24 Budget contains funding in Account No. 11-4100-708-00 (Vehicles) for the replacement of Unit #428, a 2007 Toyota Prius. The Village has historically worked with purchasing cooperatives, such as the Northwest Municipal Conference - Suburban Purchasing Cooperative ("**SPC**") or Sourcewell Cooperative Purchasing to obtain pricing for replacement vehicles. However, neither SPC or Sourcewell are able to fulfill orders placed in recent years. To address this situation and fulfill this need, staff is requesting advance authorization to purchase a replacement Hybrid Ford F-150 from a regional dealership as it become available at a not-to-exceed price of \$59,500.

Based on these factors, Staff recommends that the Village Board approves an Ordinance endorsing the acquisition of a Hybrid Ford F-150 ("**Replacement Unit**") in the not-to-exceed price of \$59,500 ("**Expenditure**") and upon delivery, putting the new vehicle in service, and removing the existing Unit #428, a 2007 Toyota Prius ("**Surplus Vehicle**") from service. The Village's Budget for Fiscal Year 2023/24 provides sufficient funding for this procurement.

The President and the Board of Trustees have considered the Expenditure, the waiver of competitive bidding for the Vehicles, and the disposal of the Surplus Vehicles, and determined that they are in the best interest of the Village and the public.

Section 2. WAIVER OF COMPETITIVE BIDDING

The requirement that competitive sealed bids be solicited for this purchase is hereby waived.

Section 3. DISPOSAL OF SURPLUS VEHICLE

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that the following Surplus Vehicle is no longer necessary or useful to the Village, and the best interests of the Village would be served by its disposal:

Unit #428 (VIN: JTDKB20U977594980) 2007 Toyota Prius Hybrid

SECTION 4. MANNER OF DISPOSAL

The Village Manager is hereby authorized and directed to convey Existing Unit #428 to be sold in a manner that will maximize its value to the Village after the Replacement Unit has been received and placed in service,.

SECTION 5. APPROVAL OF EXPENDITURE

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Replacement Unit in the total not-to-exceed amount of \$59,500.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect upon passage by the Board of Trustees and publication in pamphlet form in accordance with State Statutes.

ATTEST:

Village Clerk

Village President

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Authorizing an Agreement for Engineering and Design of Water Treatment Plant Pipe Supports, Electrical Conduit Replacement and New Conduit Runs Fitting Category 6 Data Cabling with Horner & Shifrin, Inc. of St. Louis, MO

Overview/Synopsis.

This resolution authorizes an agreement with Horner & Shifrin, Inc. of St. Louis, MO to provide engineering and design services of new pipe supports, new conduit runs fitting category 6 data cabling, and replacement of damaged conduit at the Water Treatment Plant.

Fiscal Impact.

Sufficient funds are available in the Water Production Fund Account No. 21-4170-729-00 (Plant Construction) for this project. The quoted cost for engineering and design of Water Treatment Plant Pipe Support and Conduit Replacement is \$79,950. It is also recommended that a 10% contingency of \$7,995 be included for any additional work that may become necessary due to unforeseen field conditions, for a total spending authority of \$87,945.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget?
Plant Construction	21-4170-729-00	\$1,056,915	\$554,670	\$87,945	\$466,725	Yes

Recommendation.

Approval.

Background.

The Water Treatment Plant employs large iron pipes for transporting water during the treatment process. These pipes are supported by ceiling anchors and metal bands, and electrical conduits carry power and communication wiring throughout the facility. Unfortunately, challenging, wet, and corrosive conditions have caused deterioration in the anchors, bands, and electrical conduits, necessitating their replacement. The FY 2023/2024 Budget allocates funds for an engineering firm to comprehensively assess the plant's anchors, bands, and conduit.

This project consists of three main components. First, a review will be conducted on the condition of pipe supports in the 1963 section of the plant. This assessment will help the Village determine which supports need replacement, if any, and establish the best course of action, including providing a design. Second, there will be an evaluation of the existing electrical conduit in the 1962 section of the plant, with a design for conduit replacement likely involving the replacement of electrical wiring inside the conduits. Finally, the project includes the installation of new conduit and category six data cabling throughout the plant, as there are currently no existing category 6 connections or cabling in the facility.

Identifying replacements for the aging pipe supports and conduits is crucial to mitigate risks to the Village's water product and distribution system. A failure in the water intake pipe support at a water production facility could necessitate a temporary shutdown or reduced operations, impacting water production capacity and the facility's ability to meet the demand for clean water. Moreover, deteriorating conduits expose wires to environmental elements, increasing the risk of short circuits, equipment damage, and electrical fires. Replacing these decaying conduits is essential to prevent accidents and ensure a reliable, compliant, and safe electrical system. The installation of new conduits and category six data cabling throughout the plant is crucial for phone systems, man-down alarm replacements, and an upcoming SCADA project.

The project's bidding process commenced on July 12, 2023, with proposals for pipe and conduit assessment distributed to four firms and posted on the Village's website. By August 2, 2023, only one bid was received. In response, staff released one proposal for pipe assessment and one proposal for conduit assessments on September 14, 2023. The second Request for Proposal (RFP) was sent to eight firms and posted on the Village's website, resulting in three submissions. One firm bid on both engineering and design for new pipe supports and conduit replacement, another focused exclusively on conduit replacement and design, and the third concentrated on pipe supports only. Horner & Shifrin, Inc., which bid on both projects, submitted the lowest bid as seen in the table below:

Firm	Proposal	Price
Horner & Shifrin, Inc.	Pipe Support and Conduit Replacement	\$79,950
Wiss, Janney, Elstner Associates, Inc.	Pipe Supports	\$93,205
AAA Engineering, LTD.	Conduit Replacement	\$241,920

Horner & Shifrin, Inc. is a multidisciplinary professional services firm. They successfully completed a 2019 sanitary sewer system assessment and compliance program for the Village, and staff were pleased with their work. Moreover, they completed a 2021 City of Highland Park Water Treatment Plant variable frequency drive high service pump project that received positive reviews and references from Highland Park.

Staff is confident that Horner & Shifrin, Inc. will meet the Village's expectations for the engineering and design of new pipe supports, the review and design of the replacement for existing electrical conduits, and the design of new conduit fitting category 6 data cabling for the Water Plant's SCADA system.

[A Resolution for an Agreement for Conduit & Pipe Support Replacement.docx](#)
[Exhibit A - Signed Horner & Sifrin FY 2023-2024 Contract.pdf](#)

Resolution _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing an Agreement for Engineering and Design of Water Treatment Plant Pipe Supports, Electrical Conduit Replacement and New Conduit Runs Fitting Category 6 Data Cabling with Horner & Shifrin, Inc. of St. Louis, MO.

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2023/2024 Budget includes funds for an engineering firm to assess the anchors, bands and electrical conduits of the Water Treatment Plant's 1963 section and run new conduit through the entire facility fitting category 6 data cabling. This involves designing new pipe supports where needed, reviewing and designing replacements for existing electrical conduits, and designing new conduits capable of running category 6 data cabling for the Plant's phone, man-down alarm and SCADA systems ("**Project**").

The initial bid occurred on July 12, 2023, with proposals distributed to four firms and posted on the Village's website. By August 2, 2023, only one bid was received. A second Request for Proposal (RFP) was issued on September 14, 2023. This second RFP was divided into proposals for pipe support and conduit replacement and installation. It was sent to eight firms and posted on the Village's website. Three submissions were received with one firm submitting a proposal for engineering and design of both new pipe supports and conduit replacement, one firm submitting a proposal solely on conduit replacement and design, and one firm submitting a proposal solely for the design and replacement of pipe supports. Interviews were conducted with all three firms and Horner & Shifrin, Inc., of St. Louis, Missouri ("**Vendor**") was determined to have submitted the most responsive and responsible proposal. The Vendor bid on both projects and submitted the lowest responsive bid in the amount of \$79,950.

The Fiscal Year 2023/24 Budget provides sufficient funds for the completion of the Project in Account No. 21-4170-729-00 (Plant Construction). Based on these factors, staff recommends entering into an agreement with the Vendor in the amount of \$79,950 ("**Agreement**") for the Project. Village staff also recommends a 10% contingency of \$7,995 for a total amount of \$87,945.

Section 2. Approval of Agreement.

The Agreement shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Agreement.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement executed by the Vendor; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Authorization to Execute Change Orders.

The Village Manager is authorized to execute one or more Agreement Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Agreement in the amount of \$7,995, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

ATTEST:

Village President

Village Clerk

**VILLAGE OF NORTHBROOK
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN FOR WATER PLANT PIPE SUPPORT AND ELECTRICAL
CONDUIT REPLACEMENT**

THIS AGREEMENT (“Agreement”) is dated as of the 29th day of December, 2023 (**“Effective Date”**) and is by and between the Village of Northbrook, an Illinois home rule municipal corporation (**“Village”**), and Horner & Shifrin, Inc. an (**“the Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s home rule and statutory powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified herein to provide all necessary professional consulting services and to perform the work in connection with the project described as follows:

1. Assess the pipe supports at the Water Treatment Plant at 750 Dundee Road, design new supports as needed, prepare detailed plans and specifications for bidding purposes and assist in the bidding process (collectively, the **“Services”**).
2. Evaluate and plan the replacement of the existing electrical conduit and design conduit routes for Category 6 data cabling throughout the Water Treatment Plant located at 750 Dundee Road (collectively, the **“Services”**).

B. Services. The Village has submitted to the Consultant a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A and B** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent consultant in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any sub consultant of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its sub consultants', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Invoices and Payment. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

B. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

C. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

D. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

E. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

F. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

G. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONSULTANTS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in their submitted materials.

C. Approval and Use of Subconsultants. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subconsultants and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subconsultant or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subconsultants of the Consultant, and every subcontract will include a provision binding the subconsultant to all provisions of this Agreement.

D. Removal of Personnel and Subconsultants. If any personnel or subconsultant fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subconsultant. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kind, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subconsultants must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subconsultants to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from consulting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, consultant, or otherwise to any person, unless as disclosed to the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit D** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit D**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (“**Event of Default**”), and fails to cure any the Event of Default within ten days after the Consultant’s receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Northbrook Department of Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Kelly Hamill, Director of Public Works
E-mail: Kelly.Hamill@northbrook.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Steven M. Elrod
E-mail: Steven.Elrod@ElrodFriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Horner & Shifrin, Inc.
8755 W Higgins Road
Chicago, Illinois, 60631
Attention: Steve Randolph, Associate Vice President, Regional Manager – Water
Email: srandolph@hornersshifrin.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period

shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
A.C. Buehler III, Village Clerk

By: _____
Cara Pavlicek, Village Manager

ATTEST:

Horner & Shifrin, Inc.

By: 
Title: PROJECT MANAGER


By: 
Its: ASSOCIATE V. P.

EXHIBIT A

Background & Overview:

The Village Water Plant, located at 750 Dundee Road, employs large diameter iron pipes supported by ceiling anchors, I-beams and metal bands for the transport of treated and untreated water during the treatment process. The harsh and corrosive environment of the Water Treatment Plant has led to corrosion of anchors, I-beams and bands. The Consultant will assess the pipe supports, design new supports as needed, prepare detailed plans and specifications for bidding purposes and assist in the bidding process.

Scope of Services:

The Consultant will perform the following services:

1. Conduct a detailed survey of approximately 45 hanging pipe supports at the Water Treatment Plant located at 750 Dundee Road.
2. Conduct a detailed survey of approximately eight I-beams at the Water Treatment Plant located at 750 Dundee Road.
3. Identify deficiencies and design new hanging pipe supports and I-beams as needed.
4. Compile and supply all necessary information for required permits to ensure regulatory compliance.
5. Develop and submit final engineering drawing sets in Word and PDF formats, including the Cover Sheet, Index of Sheets, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Removal Plans and the Final Construction Estimate.
6. Prepare detailed plans and specifications for bidding purposes.
7. Work with the Village during the Competitive Bidding Process, addressing bidder inquiries, issuing any needed Addendums, and evaluating references, similar work history and availability of low bidders.

Project Timeline and Start Date:

The Consultant is required to commence work promptly upon Agreement execution. The anticipated start date for the project is January 9, 2024. The Village emphasizes the significance of adhering to this timeline to ensure the seamless progression of the project. Delays in project commencement may impact the overall project schedule, and any proposed adjustments to the start date must be communicated and approved by the Village in advance.

Completion Date and Milestones:

To guarantee the project stays on schedule, the consultant must adhere to the following milestones:

- Milestone 1: 30% complete by January 31, 2024
- Milestone 2: 60% complete by February 29, 2024
- Milestone 3: 100% complete by March 29, 2024

The completion date for the entire project is set for March 29, 2024. Deviations from milestone dates or the overall completion date must be promptly reported to the Village, accompanied by an explanation and a revised schedule to mitigate any potential impacts.

Expected Duration of the Entire Project:

The anticipated duration of the entire project, from the start date to the completion date, is expected to be January 9, 2024 to March 29, 2024. The Consultant should plan their activities accordingly to meet this timeframe. Any significant changes to the project duration must be communicated promptly to the Village for evaluation and approval.

Deviation from Proposed Timeline or Costs:

In the event that deviations from the proposed timeline or costs occur during the project, the Consultant must promptly notify the Village in writing. The notification should include a detailed explanation of the deviation, the reasons behind it, and a proposed plan to mitigate any negative impacts. The Village reserves the right to assess the feasibility of the proposed plan and may, at its discretion, approve or request modifications. The Consultant is expected to take proactive measures to prevent and address deviations promptly, ensuring transparency and collaboration throughout the project.

Village's Expectations:

The Village expects the Consultant to deliver high-quality work in accordance with industry standards. Timely adherence to the proposed timeline is crucial to the success of the project. The Village values cooperation and collaboration, anticipating that the Consultant will work closely with Village staff to address any concerns or inquiries promptly. The Consultant is expected to uphold the highest standards of professionalism, ensuring a positive and productive working relationship with the Village throughout the project duration.

Contact Information:

For inquiries related to this Agreement, please contact:

Jack Tierney
Management Analyst
jack.tierney@northbrook.il.us
847-664-4128

Consultant Signing Requirement:

Consultant must sign the contract prior to the Village executing the contract.

Exhibit B

Background & Overview:

The Village Water Plant, located at 750 Dundee Road, has approximately 120 feet of electrical conduit and two electrical boxes within the Water Plant that show signs of corrosion and require partial or complete replacement. The Consultant will evaluate and plan the replacement of the existing 120 feet of electrical conduit, and electrical boxes, and design new conduit routes for Category 6 data cabling throughout the Water Treatment Plant.

Scope of Services:

The Consultant will perform the following services:

1. Review and design for approximately 120 feet of failed segments of existing electrical conduit where needed.
2. Review and design for two failed electrical boxes where needed.
3. Design new conduit runs fitting Category 6 data cable throughout the Water Treatment Plant.
4. Identify potential cost-saving opportunities through value engineering and report findings to the Village.
5. Compile and supply all necessary information for required permits to ensure regulatory compliance.
6. Develop and submit final engineering drawing sets in Word and PDF formats, including the Cover Sheet, Index of Sheets, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Removal Plans and the Final Construction Estimate.
7. Prepare detailed plans and specifications for bidding purposes.
8. Work with the Village during the Competitive Bidding Process, addressing bidder inquiries, issuing any needed Addendums, and evaluating references, similar work history and availability of low bidders.

Project Timeline and Start Date:

The Consultant is required to commence work promptly upon Agreement execution. The anticipated start date for the project is January 9, 2024. The Village emphasizes the significance of adhering to this timeline to ensure the seamless progression of the project. Delays in project commencement may impact the overall project schedule, and any proposed adjustments to the start date must be communicated and approved by the Village in advance.

Completion Date and Milestones:

To guarantee the project stays on schedule, the Consultant must adhere to the following milestones:

Milestone 1: 30% complete by January 31, 2024

Milestone 2: 60% complete by February 29, 2024

Milestone 3: 100% complete by March 29, 2024

The completion date for the entire project is set for March 29, 2024. Deviations from milestone dates or the overall completion date must be promptly reported to the Village, accompanied by an explanation and a revised schedule to mitigate any potential impacts.

Expected Duration of the Entire Project:

The anticipated duration of the entire project, from the start date to the completion date, is expected to be January 9, 2024 to March 29, 2024. The Consultant should plan their activities accordingly to meet this timeframe. Any significant changes to the project duration must be communicated promptly to the Village for evaluation and approval.

Deviation from Proposed Timeline or Costs:

In the event that deviations from the proposed timeline or costs occur during the project, the Consultant must promptly notify the Village in writing. The notification should include a detailed explanation of the deviation, the reasons behind it, and a proposed plan to mitigate any negative impacts. The Village reserves the right to assess the feasibility of the proposed plan and may, at its discretion, approve or request modifications. The Consultant is expected to take proactive measures to prevent and address deviations promptly, ensuring transparency and collaboration throughout the project.

Village's Expectations:

The Village expects the Consultant to deliver high-quality work in accordance with industry standards. Timely adherence to the proposed timeline is crucial to the success of the project. The Village values cooperation and collaboration, anticipating that the Consultant will work closely with Village staff to address any concerns or inquiries promptly. The Consultant is expected to uphold the highest standards of professionalism, ensuring a positive and productive working relationship with the Village throughout the project duration.

Contact Information:

For inquiries related to this Agreement, please contact:

Jack Tierney
Management Analyst
jack.tierney@northbrook.il.us
847-664-4128

Consultant Signing Requirement:

Consultant must sign the Agreement prior to the Village executing the Agreement.

Exhibit C Vendor Submission



O'HARE PLAZA • 8755 W. HIGGINS RD., STE. 325 • CHICAGO, ILLINOIS 60631
312-332-4334 • FAX 844-339-2910 • www.HornerShifrin.com

November 15, 2023

Mr. Jack Tierney
Village of Northbrook
655 Huehl Road
Northbrook, IL 60062

RE: Water Plant Pipe Support and Electrical Conduit Replacement Projects

Dear Mr. Tierney:

Horner & Shifrin is pleased to present to you a proposal for engineering services for the above-referenced projects.

Project Understanding and Proposed Scope of Work

It is our understanding that the Northbrook Water Plant employs large diameter iron pipes supported by ceiling anchors and metal bands for the transport of treated and untreated water during the treatment process. However, the harsh and corrosive environment of the Water Treatment Plant has led to corrosion of anchors and bands. Similarly, the Water Plant electrical conduit that has shown signs of corrosion and requires partial or complete replacement. In addition, the Village is seeking a design of conduit routes for Category 6 data cabling throughout the Water Treatment Plant.

Our scope of work for this project will include:

- A three-dimensional laser scan of the interior of the WTP to accurately map the locations of piping, electrical conduit, hangers, supports, and interior clearances.
- Development and submittal of final engineering drawings, plans and specifications suitable for bidding purposes for the following:
 - Replacement of approximately 120-feet of conduit pipe.
 - Two conduit boxes.
 - New conduit runs fitting Category 6 data cable.
- Inspections of structural I-beams and approximately 45 large-diameter pipe supports.
- Development and submittal of final engineering drawings, plans and specifications suitable for bidding purposes for replacing or supplementing deficient pipe supports.
- Coordinate and submit required IEPA permits (if needed).
- Work with the Village during the bidding process, addressing contractor inquiries, issuing addendums, evaluating references, similar work history and availability of low bidders.

SAINT LOUIS, MO • CHICAGO, IL • O'FALLON, IL • POPLAR BLUFF, MO • O'FALLON, MO • ROGERS, AR • MARION, IL



Proposed Schedule

Upon selection, Horner & Shifrin will work closely with the Village's Project Supervisor to coordinate work dates for the Water Plant Pipe Support and Electrical Conduit Replacement Projects. We have more than adequate capacity to accommodate these projects and our staff is able to adjust work hours, so the project advances in accordance with the agreed schedule. Should it be necessary to accelerate the project schedule, we have the capacity and flexibility to assign additional staff.

Assumptions

- Front-end bidding documents will be provided by the Village of Northbrook.
- Except as noted in the scope of work, bidding will be the responsibility of the Village of Northbrook.

Basis of Payment

If both projects are awarded together, the scope of work described above will be performed for an hourly not-to-exceed amount of \$79,950.

Horner & Shifrin's hourly rates are attached.

We understand that if Horner & Shifrin is selected for the project, we are required to sign the Village's standard professional services agreement (as shown in the Village's RFP) and we take no exceptions to that document.

We appreciate the opportunity to submit this proposal for professional engineering services. Please let me know if you have any questions about this proposal by phone 312-208-8343 or email at srandolph@hornershifrin.com.

Sincerely,

Stephen Randolph, P.E. CFM, CPESC
Associate Vice President



Hourly Billing Rates by Classification
Effective: 01/01/2023

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP01 ADMINISTRATIVE PROFESSIONAL	\$ 305	GP05 GEOMATICS PROFESSIONAL	\$ 120
AP02 ADMINISTRATIVE PROFESSIONAL	\$ 225	GP06 GEOMATICS PROFESSIONAL	\$ 106
AP03 ADMINISTRATIVE PROFESSIONAL	\$ 190	GT01 GEOMATICS TECHNICAL	\$ 158
AP04 ADMINISTRATIVE PROFESSIONAL	\$ 175	GT02 GEOMATICS TECHNICAL	\$ 135
AP05 ADMINISTRATIVE PROFESSIONAL	\$ 155	GT03 GEOMATICS TECHNICAL	\$ 120
AP06 ADMINISTRATIVE PROFESSIONAL	\$ 140	GT04 GEOMATICS TECHNICAL	\$ 110
AT01 ADMINISTRATIVE TECHNICAL	\$ 125	GT05 GEOMATICS TECHNICAL	\$ 95
AT02 ADMINISTRATIVE TECHNICAL	\$ 115	GT06 GEOMATICS TECHNICAL	\$ 85
AT03 ADMINISTRATIVE TECHNICAL	\$ 105	SP01 STRUCTURAL PROFESSIONAL	\$ 283
AT04 ADMINISTRATIVE TECHNICAL	\$ 95	SP02 STRUCTURAL PROFESSIONAL	\$ 222
AT05 ADMINISTRATIVE TECHNICAL	\$ 85	SP03 STRUCTURAL PROFESSIONAL	\$ 203
AT06 ADMINISTRATIVE TECHNICAL	\$ 80	SP04 STRUCTURAL PROFESSIONAL	\$ 188
BP01 BUILDING SERVICES PROFESSIONAL	\$ 225	SP05 STRUCTURAL PROFESSIONAL	\$ 178
BP02 BUILDING SERVICES PROFESSIONAL	\$ 215	SP06 STRUCTURAL PROFESSIONAL	\$ 168
BP03 BUILDING SERVICES PROFESSIONAL	\$ 202	SP07 STRUCTURAL PROFESSIONAL	\$ 154
BP04 BUILDING SERVICES PROFESSIONAL	\$ 185	SP08 STRUCTURAL PROFESSIONAL	\$ 149
BP05 BUILDING SERVICES PROFESSIONAL	\$ 161	SP09 STRUCTURAL PROFESSIONAL	\$ 143
BP06 BUILDING SERVICES PROFESSIONAL	\$ 150	SP10 STRUCTURAL PROFESSIONAL	\$ 133
BP07 BUILDING SERVICES PROFESSIONAL	\$ 144	SP11 STRUCTURAL PROFESSIONAL	\$ 121
BP08 BUILDING SERVICES PROFESSIONAL	\$ 140	SP12 STRUCTURAL PROFESSIONAL	\$ 111
BP09 BUILDING SERVICES PROFESSIONAL	\$ 132	SP13 STRUCTURAL PROFESSIONAL	\$ 104
BP10 BUILDING SERVICES PROFESSIONAL	\$ 125	SP14 STRUCTURAL PROFESSIONAL	\$ 97
BP11 BUILDING SERVICES PROFESSIONAL	\$ 115	ST01 STRUCTURAL TECHNICAL	\$ 140
BP12 BUILDING SERVICES PROFESSIONAL	\$ 110	ST02 STRUCTURAL TECHNICAL	\$ 125
BP13 BUILDING SERVICES PROFESSIONAL	\$ 105	ST03 STRUCTURAL TECHNICAL	\$ 110
BP14 BUILDING SERVICES PROFESSIONAL	\$ 95	ST04 STRUCTURAL TECHNICAL	\$ 100
BT01 BUILDING SERVICES TECHNICAL	\$ 150	ST05 STRUCTURAL TECHNICAL	\$ 90
BT02 BUILDING SERVICES TECHNICAL	\$ 145	ST06 STRUCTURAL TECHNICAL	\$ 81
BT03 BUILDING SERVICES TECHNICAL	\$ 120	TP01 TRANSPORTATION PROFESSIONAL	\$ 255
BT04 BUILDING SERVICES TECHNICAL	\$ 110	TP02 TRANSPORTATION PROFESSIONAL	\$ 220
BT05 BUILDING SERVICES TECHNICAL	\$ 97	TP03 TRANSPORTATION PROFESSIONAL	\$ 200
BT06 BUILDING SERVICES TECHNICAL	\$ 90	TP04 TRANSPORTATION PROFESSIONAL	\$ 190
CP01 CONSTRUCTION PROFESSIONAL	\$ 148	TP05 TRANSPORTATION PROFESSIONAL	\$ 180
CP02 CONSTRUCTION PROFESSIONAL	\$ 145	TP06 TRANSPORTATION PROFESSIONAL	\$ 170
CP03 CONSTRUCTION PROFESSIONAL	\$ 125	TP07 TRANSPORTATION PROFESSIONAL	\$ 160
CP04 CONSTRUCTION PROFESSIONAL	\$ 115	TP08 TRANSPORTATION PROFESSIONAL	\$ 155
CP05 CONSTRUCTION PROFESSIONAL	\$ 105	TP09 TRANSPORTATION PROFESSIONAL	\$ 145
CP06 CONSTRUCTION PROFESSIONAL	\$ 95	TP10 TRANSPORTATION PROFESSIONAL	\$ 135
CT01 CONSTRUCTION TECHNICAL	\$ 130	TP11 TRANSPORTATION PROFESSIONAL	\$ 130
CT02 CONSTRUCTION TECHNICAL	\$ 112	TP12 TRANSPORTATION PROFESSIONAL	\$ 120
CT03 CONSTRUCTION TECHNICAL	\$ 102	TP13 TRANSPORTATION PROFESSIONAL	\$ 115
CT04 CONSTRUCTION TECHNICAL	\$ 96	TP14 TRANSPORTATION PROFESSIONAL	\$ 105
CT05 CONSTRUCTION TECHNICAL	\$ 90	TT01 TRANSPORTATION TECHNICAL	\$ 125
CT06 CONSTRUCTION TECHNICAL	\$ 77	TT02 TRANSPORTATION TECHNICAL	\$ 115
CSP01 CIVIL SITE PROFESSIONAL	\$ 275	TT03 TRANSPORTATION TECHNICAL	\$ 105
CSP02 CIVIL SITE PROFESSIONAL	\$ 260	TT04 TRANSPORTATION TECHNICAL	\$ 95
CSP03 CIVIL SITE PROFESSIONAL	\$ 225	TT05 TRANSPORTATION TECHNICAL	\$ 85
CSP04 CIVIL SITE PROFESSIONAL	\$ 185	TT06 TRANSPORTATION TECHNICAL	\$ 75
CSP05 CIVIL SITE PROFESSIONAL	\$ 170	WP01 WATER PROFESSIONAL	\$ 285
CSP06 CIVIL SITE PROFESSIONAL	\$ 163	WP02 WATER PROFESSIONAL	\$ 215
CSP07 CIVIL SITE PROFESSIONAL	\$ 150	WP03 WATER PROFESSIONAL	\$ 200
CSP08 CIVIL SITE PROFESSIONAL	\$ 145	WP04 WATER PROFESSIONAL	\$ 190
CSP09 CIVIL SITE PROFESSIONAL	\$ 135	WP05 WATER PROFESSIONAL	\$ 180
CSP10 CIVIL SITE PROFESSIONAL	\$ 125	WP06 WATER PROFESSIONAL	\$ 170
CSP11 CIVIL SITE PROFESSIONAL	\$ 115	WP07 WATER PROFESSIONAL	\$ 155
CSP12 CIVIL SITE PROFESSIONAL	\$ 105	WP08 WATER PROFESSIONAL	\$ 135
CSP13 CIVIL SITE PROFESSIONAL	\$ 95	WP09 WATER PROFESSIONAL	\$ 130
CSP14 CIVIL SITE PROFESSIONAL	\$ 85	WP10 WATER PROFESSIONAL	\$ 125
CST01 CIVIL SITE TECHNICAL	\$ 145	WP11 WATER PROFESSIONAL	\$ 120
CST02 CIVIL SITE TECHNICAL	\$ 130	WP12 WATER PROFESSIONAL	\$ 115
CST03 CIVIL SITE TECHNICAL	\$ 105	WP13 WATER PROFESSIONAL	\$ 110
CST04 CIVIL SITE TECHNICAL	\$ 90	WP14 WATER PROFESSIONAL	\$ 105
CST05 CIVIL SITE TECHNICAL	\$ 82	WT01 WATER TECHNICAL	\$ 135
CST06 CIVIL SITE TECHNICAL	\$ 75	WT02 WATER TECHNICAL	\$ 110
GP01 GEOMATICS PROFESSIONAL	\$ 226	WT03 WATER TECHNICAL	\$ 90
GP02 GEOMATICS PROFESSIONAL	\$ 215	WT04 WATER TECHNICAL	\$ 80
GP03 GEOMATICS PROFESSIONAL	\$ 150	WT05 WATER TECHNICAL	\$ 72
GP04 GEOMATICS PROFESSIONAL	\$ 135	WT06 WATER TECHNICAL	\$ 70

EXHIBIT D

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Northbrook including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Authorizing a Contract with Arco Mechanical Equipment Sales Co. of Bensenville, IL for the Design and Installation of a NO₂/CO Detection and Extraction Systems at Fire Stations 10 and 12

Overview/Synopsis.

This resolution authorizes a contract for the design and installation of a NO₂/CO detection and extraction system for the apparatus bays of Fire Stations 10 and 12. The system alerts to the presence of nitrogen dioxide (NO₂) and carbon monoxide (CO), activates an exhaust fan upon sensing those gases, and provides balancing outside air to equalize the pressure within the apparatus bays.

Fiscal Impact.

Sufficient funds are available in the Public Works General Fund Account No. 11-4100-703-00 (Building and Permanent Improvements) for the design and installation of this project. The quoted cost for design and installation of the NO₂/CO detection system is \$44,215. It is also recommended that a 10% contingency of \$4,422 be included for any additional work that may become necessary due to unforeseen field conditions, for a total spending authority of \$48,637.

Acct. Name	Acct. Number	Budget	Available	Requested	Remaining	Within Budget
Building & Permanent Improvements	11-4100-703-00	\$1,398,695	\$1,000,651	\$48,637	\$952,014	Yes

Recommendation.

Approval.

Background.

The 2018 Facilities Assessment for the Village of Northbrook included the installation of a nitrogen dioxide and carbon monoxide (NO₂/CO) detection system in the apparatus bay of Fire Station 11. Following the assessment's recommendation, similar work was planned for Stations 10 and 12. The NO₂/CO detection and extraction system is important to ensure the detection and removal of harmful gasses from the apparatus bay, in particular due to the close proximity of sleeping facilities to the apparatus bay at Stations 10 and 12.

The NO2/CO detection and extraction system consists of three main components: sensors that detect the NO2/CO gasses, an exhaust system that activates when subject gasses are detected, and louver system that allows in fresh make-up air to balance the pressure in the space. This system employs gas sensors to continually monitor carbon monoxide and nitrogen oxide levels. If concentrations exceed the allowable limits, the exhaust system will activate expelling harmful gases, when the exhaust system activates the louver system opens to introduce fresh air to the space.

Proposals for the project were sought August 7, 2023 and on August 31, 2023, no proposals were received. The project was rebid on September 11, 2023. The request for proposals was sent to four specialized firms and was posted on the Village website. Two proposals were received for the service on October 27, 2023 and are listed below.

Vendor	Price
Automatic Mechanical Services, Inc.	\$40,854
Arco Mechanical Services, Inc.	\$44,215

After reviewing the two firms proposals, interviews were conducted with both firms with Public Works and Fire Department staff. In their proposal and during the interview, Automatic did not provide a clear solution of where a penetration in the building would be made and the louver system installed to allow sufficient make-up air to enter the space. Contrary to Automatic, Arco Mechanical Equipment Sales Co. did identify and provide a complete proposal/plan of how the system would be installed and operate. Therefore, staff determined that Arco provided the most responsive and responsible proposal.

Arco Mechanical Equipment Sales ("**Vendor**") is a company specializing in gas detection systems, servicing over 100 municipal and private organizations in the Chicago area. They have recent experience at the Villages of Buffalo Grove and Elk Grove, both of whom provided positive references for the Vendor.

[A Resolution Authorizing a Contract with Arco Mechanical Equipment Sales Co. of Bensenville, IL for the Design and Installation of NO2CO Detection and Extraction Systems at Fire Stations 10 and 12.docx](#)
[Exhibit A - Signed Arco Mechanical Equipment Sales CO Fiscal Year 2023-2024 Contract.pdf](#)

Resolution _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing a Contract with Arco Mechanical Equipment Sales Co. of Bensenville, IL for the Design and Installation of NO2/CO Detection and Extraction Systems at Fire Stations 10 and 12

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2023/24 Budget includes funds to design and install a new NO2/CO detection system for the apparatus bays of Fire Stations 10 and 12 (“**Project**”). Proposals were originally sought in August 2023, however none were initially received. The Request for Proposals was reissued and on September 11, 2023 two proposals were received. The proposals were reviewed and interviews conducted with each firm. Ultimately Arco Mechanical Equipment Sales, Co. of Bensenville, Illinois (“**Vendor**”) was determined to have submitted the most responsive and responsible proposal. The Vendor’s proposal is in the amount of \$44,215.

The Fiscal Year 2023/24 Budget provides sufficient funds for the completion of the Project in Account No. 11-4100-703-00 (Building and Permanent Improvements). Based on these factors, staff recommends entering into a contract with the Vendor in the amount of \$44,215 (“**Contract**”) for the Project. Village staff recommends authorizing the Village Manager to enter into one or more change orders to complete the Project in the amount of \$4,422 for a total amount of \$48,637.

Section 2. Approval of Contract.

The Contract shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Contract.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract executed by the Vendor; provided, however, that if such executed copies of the Contract are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Authorization to Execute Change Orders.

The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work

contemplated by, the scope of work in the Contract in the amount of \$4,422, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

ATTEST:

Village Clerk

Village President

CONTRACT BETWEEN
THE VILLAGE OF NORTHBROOK
AND
ARCO MECHANICAL EQUIPMENT SALES CO
NO2/CO DETECTION SYSTEM WITH EXHAUST INSTALLATION

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Selected Contractor, a ARCO Mechanical Equip. Sales corporation ("Contractor"), make this Contract as of the 17th day of December, 2023, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Contractor shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate tasks with separate completion dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Contractor until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Contractor of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Contractor shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Contractor represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Contractor represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Contractor’s Personnel and Subcontractors

A. Contractor’s Personnel. Contractor shall provide all personnel necessary to complete the Services, including without limitation the “Key Project Personnel” identified in Attachment D. Contractor shall provide to Owner telephone numbers at which the Key Project Personnel can be reached

on a 24 hour basis. Contractor and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Contractor shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Contractor shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Contractor without prior written approval of Owner. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Contractor all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Contractor all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Contractor to enter upon public and private property as reasonably required for Contractor to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other Contractors when such services are reasonably requested by the Contractor, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Contractor; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Contractor, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Contractor whenever Owner

observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Contractor of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, including overhead, as Contractor shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Contractor claims it is entitled, or, if Contractor believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Contractor to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Contractor shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Contractor claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Contractor proceeds with any Services for which Contractor claims an equitable

adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Contractor shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Contractor submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Contractor to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Contractor's Responsibilities.

A. Standard of Care. Contractor agrees that the Services and all components thereof shall conform to the requirements of this Contract; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract; shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized consulting firms performing services of a similar nature in existence at the time of performance of the Services; and the Services shall be free from defects and flaws in design consistent with such standards of professional practice, care and diligence. The standards and obligations contained herein shall be in addition to any other requirements expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

3.2 Corrections

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Contractor shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Contractor's errors, omissions, negligent acts, or failure to meet the standard of care.

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Contractor. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's errors, omissions, negligent acts, or failure to meet the standard of care and for any losses or costs to repair or remedy any work undertaken by Owner based upon the services as a result of any such errors, omissions, negligent acts or failure to meet the standard of care. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. **Such policies shall be in a form acceptable to Owner and from companies with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.** Contractor shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the standard of care pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Contractor shall, without regard to the availability or unavailability of any insurance, either of Owner or Contractor; (A) as to Contractor's professional activities, indemnify, and save harmless Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively "Claims") that may arise out of or in connection with Contractor's negligent performance of, or failure to perform, the Services or any part thereof; and (B) as to all other activities of Contractor, indemnify, save harmless and defend Owner against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof, provided that Contractor shall not be required to indemnify Owner under provisions A or B of this Section for injury or damage to the extent caused by the negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Contractor's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate tasks, for each task; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate tasks, for each task; (c) the estimated percent completion, and, if the Services are to be performed in separate tasks, for each task; and (d) Contractor's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Contractor, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate tasks, each task of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each task of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each task of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Contractor of the Services or such task of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or task of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Contractor the balance of the Contract Price or, if the Services are to be performed in separate tasks, the balance of that portion of the Contract Price with respect to such task of the Services, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). The acceptance by Contractor of Final Payment with respect to the Services or a particular task of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Contractor to complete the Services; (7) failure of Contractor to properly complete or document any pay request; (8) any other failure of Contractor to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

5.6 Accounting

Contractor shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Contractor shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI **REMEDIES**

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Contractor and the Services into strict compliance with this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) to create any relationship between Owner and any subcontractor of Contractor.

7.3 No Collusion

Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Services shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Northbrook
Public Works Center
655 Huehl Road
Northbrook, Illinois 60062
Attention: Jack Tierney, Management Analyst

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

**Arco Mechanical Equipment Sales Co
1000 Industrial Drive Unit 1c
Bensenville, Illinois 60106
Attention: Jeff Dahnke, President**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Services.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein including prevailing wage requirements.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Contractor in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Contractor shall have the right to retain copies of the Documents for its files. Contractor

shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Contractor shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Contractor or any of its subcontractors following said three year period, Contractor shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Contractor or any of its subcontractors not to dispose of or destroy said Documents and to require Contractor or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Services and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK:

By: _____

A.C. Buehler III

Title: Village Clerk

By: _____

Cara Pavlicek

Title: Village Manager

Attest/Witness:

Arco Mechanical Equipment Sales Co.:

By:  _____

Title: Secretary

By:  _____

Title: President

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project Background:

The Village of Northbrook is seeking proposals for the design and installation of a modern NO2/CO detection system with exhaust in the apparatus bays of Fire Station 10 and Fire Station 12.

2. Approvals and Authorizations:

Work performed on this contract shall be performed on a task order basis. Owner will provide the Contractor with scope of work and the Contractor shall provide the Owner with a not to exceed man hour and cost for the task. Work shall not commence on a task until the Owner has issued a notice to proceed to the Contractor.

3. Commencement Date:

The date of execution of the Contract by Owner.

4. Completion Date:

The term of this agreement shall coincide with the successful close out of the project, no later than April 30, 2024.

5. Insurance Coverages:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:
\$1,000,000 injury-per occurrence

\$500,000 disease-per employee

\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

General Aggregate: \$2,000,000 Bodily Injury and Property Damage
Combined Single Limit for this Project.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Contractor against all sums that Contractor may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured and a Cancellation Notice recipient on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: The Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, Contractors, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

N/A

All additional public or private property owners as needed on all policies with the exception of Worker's Compensation and Professional Liability.

6. Contract Price:**SCHEDULE OF PRICES**

For providing, performing, and completing each task of Services, an amount equal to Contractor's Direct Labor Costs, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each task of Services, the following not to exceed amount set forth opposite each such task except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

TOTAL NOT TO EXCEED CONTRACT PRICE: \$

Forty four thousand two hundred fifteen Dollars and *14/100* Cents
 (in writing) (in writing)

44,215 Dollars and *.00* Cents
 (in figures) (in figures)

7. Payments:

Requests for progress payments shall be made not more frequently than on a monthly basis. Requests for payments shall be reviewed and processed by Village staff in a timely fashion and submitted for Village Board review and approval.

ATTACHMENT B

SCOPE OF SERVICES

The selected contractor will be responsible for the complete design, procurement, and installation of a state-of-the-art NO₂/CO detection systems with exhaust for the apparatus bays of Fire Station 10 and Fire Station 12. The systems should ensure timely detection and alerting of harmful gas levels while efficiently managing exhaust emissions from the vehicles.

The scope includes, but is not limited to:

- Detailed site assessment and system design at each location.
- Design of an exhaust detection and management system, including ventilation and filtration
- Local permit applications (fees to be waived).
- Demolition as necessary per plan for retrofitting new equipment.
- Procurement, installation and implementation of appropriate NO₂/CO detection sensors and monitoring equipment.
- Procurement and installation of ventilation, filtration equipment and necessary appurtenances.
- Design and implementation of an exhaust management system, including ventilation and filtration.
- Integration of the detection system with the fire stations' existing monitoring and control systems.
- Compliance with all relevant safety codes, regulations, and industry standards.

Term of Agreement

The term of this agreement shall coincide with the successful close out of the project.

ATTACHMENT CSCHEDULE

To Be Determined With Selected Vendor

Key Dates:

Contractor Selected:	November 2023
Board Approval:	January 9, 2023
Notice to Proceed:	January 9, 2023
Start Work:	January, 10 2024
Procure Equipment	January 2024
Begin Installation	January 2024
Project Completion:	January 2024

ATTACHMENT D
SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel Contact Information:

Name/Project Function: Telephone: E-Mail:

Jeff Dahnke ARCO project manager 630 350 1770 jeff.dahnke@arcomech.com
 Tony Liberatore Liberatore Electric Electrical work 815-464-5566 tony@liberatoreelectr
 David Tornabene Sherman Mech Sheet Metal 847-462-1020 dtornabene@sherman
 Brian Connor ARCO Lead Tech 630 350 1770 brian.connor@arcomech.com

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Approving the Renewal of a Contract for HVAC Maintenance Services with Sherman Mechanical, Inc. of Cary, Illinois

Overview/Synopsis.

This is the renewal of an agreement with Sherman Mechanical, Inc. of Cary, Illinois for ongoing maintenance and as-needed emergency repair of HVAC units at Village facilities.

Fiscal Impact.

The Fiscal Year 2023/2024 Budget provides sufficient funds for the remaining annual maintenance services to be completed this fiscal year in accounts 11-4100-524-79 (General Fund), 21-4170-524-79 (Water Fund), and 22-7200-524-00 (Parking Fund). Further, sufficient funds will be included in the Draft Fiscal Year 2024/2025 Budget for the yearly HVAC maintenance services in the accounts listed above for the total amount of \$26,922 for base services and hourly rates identified in Exhibit A. These funds will be utilized when required from these accounts to cover both routine maintenance services and any essential repairs.

Recommendation.

Approval.

Background.

The Public Works Department is responsible for maintenance of the heating, ventilation, and air-conditioning (HVAC) units at 13 Village-owned facilities. Preventative maintenance of HVAC equipment provides an opportunity to inspect the units and identify repairs when they may be less critical, less costly, and/or can be proactively scheduled during regular business hours.

In September 2019, staff sought proposals for contractual assistance to conduct preventative maintenance and inspections of HVAC equipment. Hourly rates were also requested for any repair work to be conducted above and beyond regular preventative maintenance. Sherman Mechanical, Inc. of Cary, Illinois (the "Contractor") submitted the lowest, most responsive bid and was awarded the contract, which included provisions for up to four one-year renewals if agreeable to both parties with an increase not exceeding the Chicago Area Consumer Price Index (CPI) average for the previous 12 months. It should also be noted that the Village is only

charged for the work performed by the contractor and the Village has the ability to add or delete facilities to this contract should the need arise.

Staff has been satisfied with the Contractor's performance over the past year, and both the Village and Contractor wish to renew the contract upon approval and until October 31, 2024 with an average increase of 2.3% in unit prices, which is at the CPI allowable limit over the previous 12 months. This will be the fourth and final renewal of this contract.

[A Resolution Authorizing a Contract Renewal with Sherman Mechanical Inc. for 2024.docx](#)
[Exhibit A - A Renewal of an Agreement with Sherman Mechanical, Inc. for 2024.pdf](#)

Resolution _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the Renewal of a Contract for HVAC Maintenance Services with Sherman Mechanical, Inc. of Cary, Illinois

Section 1. Recitals.

The Village's Budget for Fiscal Year 2023/2024 provides for maintenance of heating, ventilation, and air conditioning (HVAC) units in 13 Village-owned facilities. Contractual HVAC maintenance services ("**Services**") are utilized to perform annual maintenance and address repair deficiencies.

In September 2019, Staff prepared specifications and bid documents for HVAC maintenance and inspection. Of the proposals received, Sherman Mechanical, Inc. of Cary, Illinois ("**Contractor**") submitted the lowest responsive and responsible bid and was awarded the contract. The contract allows for renewal of up to four additional years upon mutual agreement between the Village and the Contractor with annual cost increases not to exceed the Consumer Price Index (CPI) for the Chicago area over the previous 12 months. This will be the fourth of four renewals allowed per the contract. The Contractor performed to the satisfaction of the Village over the last year and wishes to renew the contract with an average increase of 2.3% in unit prices. The term of this renewal will run from its approval through October 31, 2024.

Sufficient funds are available in Account Nos. 11-4100-524-79, 21-4170-524-79 and 22-7100-524-00 for HVAC maintenance services ("**Preventive Maintenance**"). Based on these factors, Village staff recommends the execution of a renewal of the contract with the Contractor in the amount of \$26,922 ("**Renewal**"), included with this Resolution as **Exhibit A**. The Contractor also provided hourly rates for supplemental repair services as set forth in **Exhibit A** to this Resolution for unforeseen work not included in the base Preventative Maintenance Services ("**Repair Services**"). Based on these factors, staff recommends that the Village Board authorize the procurement of the Services from the Contractor in accordance with the Renewal. The President and the Board of Trustees intend to retain funding in the Final Fiscal Year 2024/25 Budget as approved for the term of this Renewal.

The President and the Board of Trustees have considered the Renewal and determined that its approval is in the best interests of the Village and the public.

Section 2. Approval of the Renewal.

The Renewal is approved in substantially the form attached to this Resolution as **Exhibit A** and in a final form acceptable to the Village Manager and Village Attorney.

Section 3. Authorization to Execute Renewal.

The Village Manager and the Village Clerk are hereby authorized to execute and seal, on behalf of the Village, the Renewal only after receipt by the Village Clerk of at least three original copies of

the Renewal executed by the Contractor; provided, however, that if such executed copies of the Renewal are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Preventative Maintenance and Repair Services from the Contractor.

ATTEST:

Village President

Village Clerk

**VILLAGE OF NORTHBROOK
HVAC System Maintenance**

FOURTH RENEWAL OF CONTRACT/AGREEMENT

THIS FOURTH RENEWAL ("**Renewal**") is made and entered into by the **VILLAGE OF NORTHBROOK** ("**Village**"), an Illinois home rule municipality and the party named below as of the date of the last signature affixed hereto.

CONTACTOR/VENDOR: **Sherman Mechanical, Inc.**
 1075 Alexander Court, Cary, Illinois 60013
 ATTN: Heather Diedrich
 hdiedrich@shermanmech.com ("**Vendor**")

In consideration of the recitals and mutual covenants and agreements set forth in this Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. **Recitals.**

A. The Village and Contractor/Vendor entered into that certain contractual agreement titled Heating, Ventilation, and Air Conditioning (HVAC) System Maintenance, Inspection, and Repair Services dated as of November, 2019 ("**Contract**"), under which the Vendor agreed to provide HVAC maintenance services more fully described in the Contract and the attachments thereto (collectively, "**Services**").

B. The Contract provided for an initial one-year term ("**Initial Term**"), which Initial Term expired on October, 2020.

C. The Contract provides that that the term of the Contract may be renewed and extended for up to four annual terms upon mutual agreement of the Parties.

D. The Village has been satisfied with the Contractor/Vendor's performance of the Services and the Contractor/Vendor has agreed to continue to provide the Services as set forth in this Renewal.

Section 2. **Definitions and Interpretation.**

All capitalized words and phrases used throughout this Renewal have the means set forth in the various provisions of this Renewal. If a word or phrase is not specifically defined in this Renewal, it shall have the same meaning as in the Contract.

Section 3. **Renewal of the Contract.**

The Village and the Contractor/Vendor hereby amend the Contract to renew and extend the Contract for a renewal term to commence on final execution and end on November 2024 ("**Renewal Term**"). During the Renewal Term, the Village will pay the Contractor/Vendor for the Services in accordance with the Renewal Fee Schedule attached to, and by this reference made a part of, this Renewal as **Exhibit 1**.

Section 4. **Legal Effect of Renewal.**

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the Contract and the provisions of this Renewal, the text of this Renewal shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives.

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Village Clerk

By: _____
Cara Pavlicek, Village Manager

Date: _____

Date: _____

WITNESS:

Sherman Mechanical, Inc.

By: 
Name: _____

By: 
Heather Diedrich

Date: 12-11-2023

Date: 12-11-23

PROPOSAL
ONE YEAR AGREEMENT EXTENSION FOR
HVAC MAINTENANCE SERVICES FOR THE VILLAGE OF NORTHBROOK

Consistent with all of the terms and conditions outlined in the HVAC maintenance services contract for the Village of Northbrook dated November 2019, the undersigned offers the following prices including all supervision, labor, materials and equipment for HVAC maintenance services for the period of November 2023 through October 31, 2024.

PRICING SHEET

A. Base Scope of Work:

Schedule of Prices for Triannual Preventative Maintenance Services					
Facility		Spring PM	Fall PM	Summer Coil Cleaning	Total
1	Civic Center	245	245	245	735
2	Fire Station 10	498	498	498	1494
3	Fire Station 11	798	798	798	2394
4	Fire Station 12	458	458	458	1347
5	Fleet Maintenance Garage	N/A	1259	N/A	1259
6	Lakefront Pump Station	N/A	460	N/A	460
7	Police Station	1697	1697	1697	5091
8	Public Works Center	715	715	715	2145
9	RED Center Office Units	431	431	431	1293
10	Train Station	N/A	634	N/A	634
11	Village Hall	827	827	827	2481
12	Water Treatment Plant	1276	1276	1276	3828
13	West Side Reservoir	N/A	160	N/A	160
Total Annual Cost for Triannual Services:					23,394

[Price Sheet Continues to the Next Page]

Schedule of Prices for Quarterly Preventative Maintenance Services				
Facility		Service Cost	Services Per Year	Total
1	Village Hall Liebert Unit	154	4	616
2	Police Station Liebert Unit	154	4	616
3	Water Treatment Plant Mitsubishi Units	303 393	4	1212 1212
Total Annual Cost for Quarterly Services:				3622 2444

Schedule of Prices for Annual Preventative Maintenance Services				
Item		Service Cost Per Unit	Units Serviced Per Year	Total
1	Radiant Heater	542	2	1084
Total Annual Cost for Radiant Heater Services:				1084

Schedule of Prices for Non-Scheduled Maintenance Services		
Item		Cost
1	Hourly Rate Regular Time (7:00 am to 5:00 pm Weekdays)	141.51
2	Hourly Rate Non- Regular Time (5:00 pm to 7:00 am Weekdays + Saturdays)	183.34
3	Hourly Rate Premium Time (Sundays + Holidays)	231.40
4	Mobilization (including mileage and standard tools)	141.51
5	Maximum Markup for Materials	20%

The above proposal is submitted this 3 day of November, 2023.

BIDDER'S COMPANY NAME: Sherman Mechanical, Inc.
 ADDRESS: 1075 Alexander Court Cary, IL 60013
 PHONE: 847-462-1020 FAX: 847-462-0063
 SIGNATURE: Heck Deal DATE: 11/3/23

NOTE: If the bidder is a partnership, the proposal must be signed by at least two of the co-partners. If the bidder is a corporation, the proposal must be signed by an authorized officer of the corporation, attested and sealed by the secretary or other authorized officer. State of incorporation: IL.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Approving the 2024 Supplemental Statement of Work with Municipal GIS Partners, Inc., of Des Plaines, Illinois for GIS Support Services

Overview/Synopsis.

The Village of Northbrook joined the now 42-community Geographic Information System (GIS) Consortium in March 2013. Upon joining the Consortium, the Village executed an initial service provider agreement with Municipal GIS Partners, Inc., of Des Plaines, Illinois (the "Consultant"), which serves as the sole source service provider for Consortium communities.

Fiscal Impact.

The total cost for the Village's service provider agreement with the Consultant for 2024 is \$230,044. The FY 2023/24 Budget has sufficient funds for GIS services in the General, Water Distribution, Sanitary Sewer and Stormwater Utility Funds and sufficient funds will be included in the Draft FY 2024/25 budget in the same funds.

Recommendation.

Approval.

Background.

The Consultant provides the Consortium with staffing resources and GIS development assets. Specifically, the Village of Northbrook receives one staff member full-time on-site from the Consultant. In addition, the Village also receives shared programming and system support from the Consultant's off-site staff. Finally, the service provider agreement provides the Village access to GIS development assets such as the MyGIS program as well as other necessary GIS software and the accompanying licenses.

Under the model used by the Consortium, each member enters into a service provider agreement with the Consultant which renews annually with the execution of an annual Supplemental Statement of Work. The Supplemental Statement of Work for calendar year 2024 is included as an attachment. As in prior years, the Village will continue to have the costs for an on-site analyst paid directly by the Village with shared costs for off-site staff and development assets spread across the Consortium's members.

GIS services are an increasingly important component of the Village's services. During the ten years of the Village's membership in the Consortium, the Consultant has reached several milestones that include:

- Provided public access to valuable information such as maps of upcoming capital projects, zoning information, and FEMA flood hazard maps.
- Assisted in the continued refinement of layers for tracking maintenance of the Village's infrastructure and assets such as fire hydrants, water mains, and parkway trees.
- Assisted with Sustainability and Climate Action Plan Initiatives such analysis for the single use bag tax, identifying locations of green businesses, sustainable garden tours, mapping solar installations and public EV charging stations, etc.
- Assisted departments with internal projects and processes including developing emergency response mutual aid resources and jurisdiction mapping.
- Assisted in zoning docket analysis and review.
- Assisted with the Village's participation in the FEMA Community Rating System program by producing watershed and drainage area maps.
- Assisted with the development of water service line inventory to meet IEPA requirements.
- Maintained data and maps used in public safety dispatch systems.
- Continued assisting the Public Works Department with creation and maintenance of "dashboards" for tracking various services including water main breaks, valve turning, sewer cleaning, street sweeping and similar geographic and asset-based tasks.

The 2024 Supplemental Statement of Work Agreement maintains the Village's 2023 service levels and includes one full-time staff member equivalent on site as well as a shared analyst and other administrative staff.

[A Resolution Approving the 2024 Supplemental Statement of Work with Municipal GIS Partners, Inc., of Des Plaines, Illinois for GIS Support Services.docx](#)
[Exhibit A - 2024 Supplemental Statement of Work with MGP.pdf](#)

Resolution _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the 2024 Supplemental Statement of Work with Municipal GIS Partners, Inc., of Des Plaines, Illinois for GIS Support Services

is hereby adopted, as follows:

Section 1. Recitals.

On March 12, 2013, the Board of Trustees adopted Resolution No. 13-R-26, authorizing the Village to join the GIS Consortium ("**Consortium**"), an organization comprised of thirty-eight municipalities in northeastern Illinois, which shares the cost of establishing a Geographic Information Systems program ("**Program**"). On behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. ("**Vendor**"), as the sole source provider of services related to the Program ("**GIS Support Services**") including Program staffing and shared software initiatives. The GIS Support Services provided by the Vendor are and will continue to be used by all departments of the Village.

The Village and the Vendor entered into a revised professional services agreement for GIS Support Services with Resolution 2023 – 2. The professional services agreement renews annually with execution of a Supplemental Statement of Work ("**Statement of Work**"), the term of which is January 1, 2024 through December 31, 2024. The Statement of Work also outlines the cost for staff support to be provided to the Village during the 2024 calendar year. The total amount for calendar year 2024 GIS Support Services will be \$230,044. The Annual Budget for FY 2023/24 contains sufficient funds to cover costs incurred during this fiscal year. Staff will program sufficient funds into the Village's Draft Annual Budget for FY 2024/25 in Account Nos. 11-1400-554-00 (General Fund), 21-4180-554-00 (Water Fund), 14-4160-554-00 (Sanitary Sewer Fund), and 16-4190-554-00 (Stormwater Fund). The President and the Board of Trustees intend to retain this funding in the Final FY 2024/25 Budget as approved.

The President and the Board of Trustees have considered the Statement of Work and determined that it is in the best interests of the Village and the public.

Section 2. Approval of Statement of Work.

The Statement of Work shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

Section 3. Authorization to Execute Statement of Work.

The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Statement of Work and all necessary documentation related thereto and make payments to the Vendor in the amount of \$230,044 in consideration for the GIS Support Services.

ATTEST:

Village Clerk

Village President



Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2023 (the “Contract”) between the Village of Northbrook, an Illinois municipal corporation (the “Municipality”) and Municipal GIS Partners, Incorporated (the “Consultant”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2024 (“SSOW”):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

Project Schedule/Term

Pursuant to Section 5.2 of the Contract, the Initial Term of the Contract shall remain in effect until the later of (i) the expiration of the Initial Term set forth in the Contract, or (ii) December 31, 2024. For the avoidance of doubt, this section shall only have the effect of extending the term of those Contracts which would otherwise expire prior to December 31, 2024.

Staffing Allocation

The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2024, through December 31, 2024

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is \$19,170.36 per month. The total contract value for the agreement period is \$230,044.32. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Modifications to the Contract

1. Section 8.1 of the Contract (“Facilities, Equipment, and Records”) is hereby amended to read as follows:

Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and
- (d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

2. A new section is added to Article 8 of the Contract to provide as follows:

Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

3. Section 12.16 of the Contract ("Force Majeure") is hereby amended to read as follows:

Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

VILLAGE OF NORTHBROOK

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Approving an Agreement to Lease Twenty Police Department Automated License Plate Reader Cameras from Flock Safety of Atlanta, GA

Overview/Synopsis.

This Agreement will renew the lease of twenty automated license plate readers from Flock Safety of Atlanta, GA and secure current pricing for the next five years.

Fiscal Impact.

Attached is the quote and agreement from Flock Safety, Inc. for the annual lease of twenty fixed cameras. A breakdown of the total project cost by fiscal year is listed below in Table 1.

Table 1.						
	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Cost Schedule						
Annual Lease Cost	52,500	52,500	52,500	52,500	52,500	262,500

The vendor has offered a credit for any payments that have not been used under the current agreements, pending the timing of contract signing. The current credit, which will be applied to the invoice for Year 1, is estimated at approximately \$16,000. Budgeted funds are currently available in account 11-2100-705-31 (Department Equipment) for the purchase.

Recommendation.

Approval.

Background.

The FY 2023/2024 General Fund Budget provides sufficient funding for the continued lease of automated license plate reader (ALPR) camera systems for the purpose of capturing limited

information from passing vehicles that includes the license plate and, in some cases, vehicle make, model and vehicle color. This project is a part of the Village's Annual Capital Improvement Plan.

The Police Department previously entered into an agreement with Flock Safety, Inc. for the lease of five (5) ALPR cameras in December 2021 and another fifteen (15) cameras in May 2022. Each of these two installations are governed by an agreement with a two year term. Recently, the vendor has offered to combine these two agreements and maintain the current annual pricing for the next five years. In order to avoid future price increases totaling \$50,000 over the five year term, Police Department staff recommend that the current agreements be replaced by a new five year agreement for the same twenty (20) cameras currently in use.

Police Department staff have been satisfied with the equipment and services provided by Flock Safety, Inc. The ALPR cameras systems currently in place throughout the Village have been instrumental in tracking stolen vehicles, in pursuit of wanted offenders, and locating missing persons. This technology, which is also in place in neighboring communities, allows law enforcement agencies to share timely information. Staff believes this equipment will continue to serve as an appropriate tool to assist in both the prevention and resolution of these types of incidents.

This service also allows department staff access to a database of license plate data gathered by neighboring law enforcement agencies and other public and private entities such as schools, subdivisions, and commercial businesses who agree to share this information.

Attached is the quote and agreement from Flock Safety, Inc. for the annual lease of twenty (20) fixed cameras. Under this lease arrangement, all maintenance, repair, software updates and any replacement costs will be included and will be the responsibility of the

vendor.

For these reasons and due to the recent successes achieved with this public safety tool, Police Department staff recommends the renewal of the lease for twenty (20) ALPR camera systems from Flock Safety, Inc. of Atlanta, GA in the not-to-exceed amount of \$262,500 over a five year lease term.

[A Resolution Approving an Agreement to Lease Twenty Police Department Automated License Plate Reader Cameras from Flock Safety of Atlanta, GA.docx](#)
[Exhibit A - Agreement with Flock Safety](#)

Resolution 2024-_____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving an Agreement to Lease Twenty Police Department Automated License Plate Reader Cameras from Flock Safety of Atlanta, GA

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for FY 2023/2024 provides funding for Police Department Equipment. Police Department staff are currently utilizing automated license plate reader (ALPR) camera systems for the purpose of capturing license plate information from passing vehicles and comparing them to hot lists created by local police departments or other public safety agencies such as the Illinois Law Enforcement Agencies Data System (LEADS).

The Village previously entered into an agreement with Flock Safety, Inc. (“*Vendor*”) for the lease of five (5) ALPR cameras in December 2021 and another fifteen (15) cameras in May 2022. Each of these two installations are governed by an agreement with a two year term. Recently, the Vendor has offered to renew and combine these two agreements while maintaining the current annual pricing for the next five years. In order to avoid future price increases, Police Department staff recommend that the current agreements be replaced by a new five year agreement. Police Department staff have been satisfied with the equipment and services provided by the Vendor, which have successfully served as an integral law enforcement tool in many cases.

The new lease will include all twenty (20) cameras currently in place, as well as access to a database of license plate data gathered by other agencies who agree to share this information (“*Equipment and Services*”). This equipment will be leased for a term of five years. All maintenance, repair and replacement costs will be included in the lease and will be the responsibility of the Vendor. The first-year cost will be \$52,500 and the subsequent years will be \$52,000. The Vendor has offered a credit for any payments that have not been used under the current agreement. The current credit, which will be applied to invoice for Year 1, is estimated at approximately \$16,000.

Based on these factors, Police Department staff recommends that the Village Board authorize the lease of twenty (20) ALPR cameras from Flock Safety of Atlanta, GA in the not to exceed amount of \$262,500 over the five-year lease period (“*Agreement*”). The FY 2023/24 Village Budget provides sufficient funds for the first-year cost of this Agreement in Account No. 11-2100-705-31 and the second year costs are planned for in the second year of the FY 2024/25 Annual Budget as well.

The President and the Board of Trustees have reviewed the expenditure and Agreement and have determined that it is in the best interests of the Village and the public to approve the expenditure and Agreement.

Section 2. Waiver of Bidding.

The requirement that the competitive sealed bids be solicited for the Equipment and Services shall be, and is hereby, waived.

Section 3. Approval of Agreement

The Agreement is approved in substantially the form attached to this Resolution as ***Exhibit A***, and in a final form to be approved by the Village Manager and Village Attorney.

Section 4. Authorization to Procure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete procurement of the Equipment and Services from the Vendor, in an amount not to exceed \$262,500.

Section 5. Effective Date.

This Resolution shall be effective after its passage and approval by a two-thirds majority of the members of the Board of Trustees.

ATTEST:

Village President

Village Clerk

Flock Safety + IL -

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mike Hutton
michael.hutton@flocksafety.com
8476090201

flock safety



ORDER FORM

Customer: IL - Northbrook PD

Initial Term: 60 Months

Legal Entity Name: IL - Village of Northbrook

Renewal Term: 24 Months

Accounts Payable [Email: stan.ferguson@northbrook.il.us](mailto:stan.ferguson@northbrook.il.us)

Payment Terms: Net 30

Address: 1401 Landwehr Rd Northbrook, Illinois 60062
Invoiced at Signing.

Billing Frequency: Annual Plan - First Year

Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$52,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:

\$52,500.00

Annual Recurring Subtotal:

\$52,500.00

Discounts:

\$55,000.00

Estimated Tax: \$0.00

Contract Total: \$262,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$52,500.00
Annual Recurring after Year 1	\$52,500.00
Contract Total	\$262,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform	Product Description	Terms
Flock Safety	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint®	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation
Professional Services - Standard Implementation	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation
Professional Services - Advanced	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation

FlockOS Features & Description

Package: Essentials

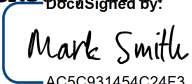
FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device
License Plate Lookup	Look up specific license plate location history captured on Flock
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports,
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines,
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle

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

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Northbrook PD

By: 
AC5C931454C24F3...

By:

Name: Mark Smith

Name:

Title: General Counsel

Title:

Date: 12/21/2023

Date:

Attest:

Name: _____

Title: _____

Date: _____

EXHIBIT A

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 -municipality 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-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, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, “**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 captured by Flock or Flock serviced cameras, and transferred to Agency through the Services—upon request.
- 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 on 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 that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.16 -“*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.
- 1.17 -“*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.
- 1.18 -“*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.19 -“*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.
- 1.20 -“*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.
- 1.21 -“*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.
- 1.22 -“*Support Services*” means Monitoring Services, as defined in Section 2.10 below.
- 1.23 -“*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 -“*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.

1.25 -“*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.

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

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

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

1.29 -“*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 Agency may use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the 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***"). Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Suspension was not caused by the direct actions of Agency. Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. 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 time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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 Service 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. Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Interruption was not caused by the direct actions of Agency. 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 a 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 on Agency-owned property 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 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 and maintained in a workmanlike manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Flock shall maintain all Flock Hardware in a first rate condition and in a manner that it can perform for its intended purpose during the Term. 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 within a commercially reasonable time period, not to exceed six weeks after the natural expiration or termination of this Agreement at no additional cost to Agency. Flock Hardware shall be deactivated upon the natural expiration or termination of this Agreement. 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, provided that it first provide Agency 30 days' notice to cure such default. 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 that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. 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- 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 that are 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 unless disclosure of such Proprietary Information is required by law. 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. Flock agrees that it may use the Footage generated from Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) 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 (iv) 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 Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

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 may 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 shall not sell Aggregated Data.

4.6 No Facial Recognition. Flock represents and warrants that it will not engage in any facial recognition using Agency Data or Agency Generated Data regardless of whether the Agency Data or Agency Generated Data is converted to Aggregated Data.

5 PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

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 receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

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.

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. In the event that Customer chooses to terminate this Agreement prior to the end of the Term, Customer understands that: 1) they shall not receive any refunds on payments already made towards the then-current Term, and 2) they shall owe any outstanding payments for the then-current Term.

6.2 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.

6.3 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.

6.4 -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.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; OR (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 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 MISCELLANEOUS

9.1 Compliance With Laws. Both Parties agree 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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 for any claims between the Parties shall be in the 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.

9.7 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.

9.8 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.

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

9.10 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.

9.11 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

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Information Officer Lori Baker
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Approving the Annual Support Renewal for a Cybersecurity System from Heartland Business Systems

Overview/Synopsis.

This Resolution approves the renewal of an annual support, maintenance, and subscription contract for a cybersecurity system.

Fiscal Impact.

The adopted Fiscal Year 2023/2024 budget provides funding in Account Number 11-1400-523-00 for the annual services in a not to exceed amount of \$23,927.30.

Recommendation.

Approval.

Background.

As is evident in the news, the frequency and severity of cybersecurity incidents continues to increase. These incidents are becoming more sophisticated and automated. The Village has implemented several best-in-breed cybersecurity-focused systems over the past years, focusing on prevention, detection, and mitigation.

In 2019, the Village evaluated and selected network security devices that monitor and filter incoming and outgoing network traffic based on security policies, providing protection between the Village's networks and the public Internet. This layer of security in the Village's overall security strategy is critical to mitigate the daily threats against the Village's technology infrastructure. As such, it is very important that the devices remain under vendor support through an annual support and maintenance contract, and active subscriptions. This ensures technical support is provided by the vendor, regular software and firmware updates are available, and that the subscription services continue.

Village IT (Information Technology) staff reviewed the devices and confirmed they are still meeting the Village's needs. Staff solicited requests for proposals from authorized partners to renew the annual support, maintenance and subscription costs. Following is a summary of the quotes received:

Partner	Total Cost
CDW-G	
(National IPA Contract)	\$26,364.96
Heartland Business Systems	\$23,927.30
Sentinel	\$29,401.00

Heartland Business Systems, with headquarters in Lisle, IL, provided the lowest cost, most responsible bid in the amount of \$23,927.30 for the annual support and services.

Staff recommends Village Board approval of a resolution for a one-year agreement with Heartland Business Systems for a support, maintenance, and subscription agreement for network security devices in the amount of \$23,927.30. This purchase was a planned annual purchase with funds allocated and available in the FY 2023/2024 budget in account 11-1400-523-00.

Staff will be present at the January 9, 2024 Regular Board Meeting to address any questions that may arise.

[A Resolution Approving the Annual Support Renewal for a Cybersecurity System from Heartland Business Systems.doc](#)
[Heartland Quote 325163 v1_Redacted.pdf](#)

Resolution 2024-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the Annual Support Renewal for a Cybersecurity System from Heartland Business Systems

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for FY 2023/2024 provides for the continued procurement of annual support, maintenance, and subscription services ("**Services**") for network security devices. Village Information Technology (IT) staff reviewed the network security devices implemented in 2019, and agree that the current security devices ("**System**") continues to meet the cybersecurity needs of the Village.

Village staff solicited and received quotes from authorized resellers for a one-year contract for the Services. Heartland Business Systems ("**Vendor**"), headquartered in Lisle, Illinois, provided the lowest cost, most responsible bid for the Services modules in an annual amount not to exceed \$23,927.30.

Based on these factors, Village staff recommends procuring the Services from the Vendor. Sufficient funds exist in Account No. 11-1400-523-00 for this expenditure.

The President and the Board of Trustees have considered the need for the procurement of the Services and determined that it is in the best interests of the Village and the public.

Section 2. Authorization for Purchase.

The Village Manager shall be, and is hereby, authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Services from the Vendor in a not-to-exceed amount of \$23,927.30.

ATTEST:

Village Clerk

Village President

Renewal

Quote #325163 v1

Prepared For:

Village of Northbrook

 Lori Baker
 1225 Cedar Lane
 Northbrook, IL 60062

P: (847) 664-4080

E: Lori.Baker@northbrook.il.us

Prepared By:

Chicago Illinois Office

 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994

E: mcarroll@hbs.net

Date Issued:

12.15.2023

Expires:

01.08.2024

1 Year Option	Price	Qty	Ext. Price
Serial Numbers: [REDACTED]			
Renewal Coverage: 01/22/2024 - 01/22/2025			
[REDACTED]:Premium support year 1 renewal, [REDACTED]	\$2,030.00	1	\$2,030.00
[REDACTED]:Premium support year 1 renewal, [REDACTED]	\$2,030.00	1	\$2,030.00
[REDACTED]:Subscription [REDACTED], 1-year, [REDACTED]	\$2,503.64	1	\$2,503.64
[REDACTED]:Premium support renewal, [REDACTED]	\$2,040.00	1	\$2,040.00
[REDACTED]: [REDACTED] subscription for device [REDACTED]	\$2,503.64	1	\$2,503.64
[REDACTED]: [REDACTED] subscription renewal, [REDACTED]	\$302.73	1	\$302.73
[REDACTED]: [REDACTED] subscription for device [REDACTED]	\$2,503.64	1	\$2,503.64
[REDACTED]: [REDACTED] subscription renewal, [REDACTED]	\$294.55	1	\$294.55
[REDACTED]:Subscription [REDACTED], 1-year, [REDACTED]	\$2,503.64	1	\$2,503.64
[REDACTED]:Premium support renewal, [REDACTED]	\$630.00	1	\$630.00
[REDACTED]: [REDACTED] subscription for device [REDACTED]	\$2,331.82	1	\$2,331.82
[REDACTED]: [REDACTED] subscription for device [REDACTED]	\$2,331.82	1	\$2,331.82
[REDACTED]: [REDACTED] subscription renewal, [REDACTED]	\$850.91	1	\$850.91
[REDACTED]: [REDACTED]	\$850.91	1	\$850.91
[REDACTED]:Premium support renewal, [REDACTED]	\$220.00	1	\$220.00
Subtotal			\$23,927.30

Non-Returnable/Non-Refundable Language

Note:

Customer understands that all orders for [REDACTED] are final when accepted by [REDACTED]. No cancellations, returns, exchanges or refunds are allowed.

Quote Summary		Amount
[REDACTED] 1 Year Option		\$23,927.30
Total:		\$23,927.30

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

Acceptance

Chicago Illinois Office

Village of Northbrook

Mike Carroll

Signature / Name

12/15/2023

Date

Signature / Name

Initials

Date

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief Christopher Kennedy
Cc: Village Board of Trustees
Date: 2024-01-09
Subject:

An Ordinance Waiving Competitive Bidding, Confirming the Purchase of Police Department Replacement Vehicles from Ziegler Auto Group of Schaumburg, IL, and Authorizing the Disposal of Surplus Vehicles

Overview/Synopsis.

The Village is seeking to replace three Police Department patrol vehicles. These vehicles were previously budgeted in FY 22/23 but due to production delays and cancellations orders have yet to be fulfilled. A purchase order has been submitted to secure the vehicles and this ordinance confirms the purchase.

Fiscal Impact.

This vehicle purchase was previously budgeted and authorized in FY 22/23, per Ordinance 2022-39. Due to production delays, plant closings and various supply chain issues, this purchase was never completed. A budget amendment will be forthcoming to allocate funds to the current fiscal year in Account 11-2100-708-00.

The vendor has quoted a total purchase price, as stated in Exhibit A, of \$128,071 for the three vehicles. Additional funds in the approximate amount of \$12,000 will also be used to equip the new vehicles with emergency lighting controls, sirens, and miscellaneous equipment.

Recommendation.

Approval.

Background.

The Village is seeking to replace three Police Department vehicles. Staff originally requested permission to purchase six vehicles during FY 2022/23 via Ordinance 2022-39, in order to avoid inevitable production delays due to plant closings and supply chain issues.

Unfortunately, these orders have yet to be fulfilled. Due to the continued unavailability of hybrid-powered vehicles and the urgent operational needs of the department, staff recommends this purchase, in anticipation that the current vehicle order will be cancelled by the manufacturer. Should the current order become available, staff will either cancel or evaluate another purchase.

All of these front-line response vehicles, whether being rotated or replaced, have met or exceeded the mileage and age criteria, as evaluated by the Village's Fleet Manager, and were previously scheduled for replacement during the Capital Improvement Plan process. The replacement units will be equipped and used as emergency response vehicles, part of the fleet which operates 24 hours per day, 365 days per year and are essential to providing public safety services to the community.

Fleet Maintenance staff have reviewed specifications for the 2023 Durango AWD offered by Ziegler Auto Group of Schaumburg, IL and have determined that this vehicle meets the Village's requirements. Staff recommends the purchase of three 2023 Durango AWD vehicles, as replacement vehicles. These vehicles are not part of a joint purchasing program and other vendors are not able to provide the vehicles required. Given the difficulty in procuring vehicles at this time, staff requests that the Village's purchasing requirements be waived. A purchase order has already been submitted to the vendor to reserve the vehicles.

For these reasons, staff is recommending that the Village Board confirm an expenditure in the not-to-exceed amount of \$128,071 for the purchase of three 2023 Durango AWD vehicles from Ziegler Auto Group of Schaumburg, IL.

Additional funds in the approximate amount of \$12,000 will also be used to equip the new vehicles with emergency lighting controls, sirens, and miscellaneous equipment. To reduce costs, that purchase will be considered separately and any installation of necessary emergency equipment will be performed by Village staff mechanics.

Once the new vehicles are placed in service, the Village will dispose of the three vehicles declared surplus.

Should any questions arise, staff will be present at the January 9 Board of Trustees meeting.

[An Ordinance Waiving Competitive Bidding, Confirming the Purchase of Police Department Replacement Vehicles from Zieglar Auto Group of Schaumburg, IL, and Authorizing the Disposal of Surplus Vehicles.doc](#)
[Exhibit A - Northbrook Quote.docx](#)

Ordinance No. 2024-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Waiving Competitive Bidding, Confirming the Purchase of Police Department Replacement Vehicles from Ziegler Auto Group of Schaumburg, IL, and Authorizing the Disposal of Surplus Vehicles

shall be, and is hereby, adopted as follows:

SECTION 1. RECITALS

Staff originally requested permission to purchase six (6) vehicles during the 2022/23 fiscal year via Ordinance 2022-39, in order to avoid inevitable production delays due to plant closings and supply chain issues. However, these orders have yet to be fulfilled, as manufacturing issues persist. At this time, staff is seeking to purchase three (3) locally available vehicles, in anticipation of the cancellation of this order. A budget amendment will be forthcoming to allocate funds to the current fiscal year in Police Department Account 11-2100-708-00. A purchase order has been submitted to the vendor to secure the vehicles.

Fleet Maintenance staff have reviewed specifications for the 2023 Durango AWD offered by Ziegler Auto Group of Schaumburg, IL and have determined that this vehicle meets the Village's requirements. These vehicles are not part of a joint purchasing program and other vendors are not able to provide the vehicles required. Given the difficulty in procuring vehicles at this time, staff requests that the Village purchasing requirements be waived.

Based on these factors, staff recommends that the Village confirm the purchase three (3) of the 2023 Durango AWD vehicles ("**Vehicles**") in the not-to-exceed amount of \$128,071 ("**Expenditures**") from Ziegler Auto Group of Schaumburg, IL ("**Vendor**"), as replacement vehicles in the Police Department fleet. It is anticipated that additional budgeted funds will be required to purchase emergency equipment ("**Equipment**"), which will be bid out separately. To reduce costs, installation of necessary Equipment will be done by Village staff mechanics.

The Village has three (3) vehicles that have reached the end of their useful life (Units #23, #40, and #42, collectively the "**Surplus Vehicles**") and recommends that these vehicles be declared surplus property of the Village.

The President and the Board of Trustees have considered the Expenditures, the waiver of competitive bidding for the Vehicles, and the disposal of the Surplus Vehicles, and determined that they are in the best interest of the Village and the public.

SECTION 2. DISPOSAL OF SURPLUS VEHICLES

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that

the following vehicles are no longer necessary or useful to the Village, and the best interests of the Village would be served by their disposal:

Unit#23, 2010 Toyota Highlander VIN: JTEBW3EH8A2037810

Unit #40, 2016 Chevrolet Tahoe, VIN:1GNSK3EC5FR299150

Unit #42, 2015 Chevrolet Tahoe, VIN:1GNSKDEC1GR281588

SECTION 3. MANNER OF DISPOSAL

The Village Manager is hereby authorized and directed to dispose of the Surplus Vehicles, after the Vehicles have been received, at one of the live auctions to be conducted by the Northwest Municipal Conference or online through Obenauf Auction Services, Inc.

SECTION 4. WAIVER OF BIDDING.

The requirement that the competitive sealed bids be solicited for the Vehicles and the Equipment shall be, and is hereby, waived.

SECTION 5. APPROVAL OF EXPENDITURES

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Vehicles from the Vendors as well as the Equipment.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect upon passage by a two-thirds vote of the Board of Trustees and publication in pamphlet form in accordance with State Statutes.

ATTEST:

Village President

Village Clerk



Zeigler CDJR
208 W. Golf Rd
Schaumburg, IL 60195

VEHICLE PURCHASE

2023 Dodge Durango Police Pursuit		Quantity	Price
Cost per Unit	\$41,977	3	\$125,931
Doc fee per Unit	\$347.26	3	\$1,041.78
County Tax Per Unit	\$15.00	3	\$45.00
Plates & Reg Per Unit	\$351.00	3	\$1,053.00
TOTAL			\$128,070.78

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution to Approve a Calendar Year 2024 Contribution in the Amount of \$1,018,643 to the Intergovernmental Risk Management Agency

Overview/Synopsis.

The Village is a member of the Intergovernmental Risk Management Agency (IRMA) which is a member-owned, self governed public risk pool and provides members with comprehensive property, casualty, workers' compensation, and public official liability coverage. The Village opts for the \$25,000 deductible, which is fairly standard among the majority of IRMA members and an analysis of the Village's historical claims confirms that this is the deductible that currently offers the best balance of risk/reward.

Fiscal Impact.

The Village has a surplus reserve on hand at IRMA totaling \$977,610. All or part of this reserve may be applied toward the annual contribution. CFO Drazner recommends that \$277,610 of this reserve be applied against the 2024 gross contribution of \$1,296,253, resulting in an annual contribution of \$1,018,643 for calendar year 2024. An adequate amount will be appropriated for FY25 in Self Insurance Fund account #28-7700-831-00 to cover this expense.

After utilizing \$277,610 from its reserves, the Village's remaining surplus reserve balance of \$700,000 may be used towards a future year contribution.

Recommendation.

Approval.

Background.

The Village is a member of the Intergovernmental Risk Management Agency (IRMA) which is a member-owned, self governed public risk pool and provides members with comprehensive property, casualty, workers' compensation, and public official liability coverage. Similar to the commercial insurance industry which charges premiums to customers, IRMA requires an annual contribution from each member as determined by a qualified actuary. Members have the option of choosing a deductible ranging from \$2,500 per claim all the way up to \$250,000 per claim. The Village opts for the \$25,000 deductible. The greater the deductible, the lower the annual contribution. However, as expected, the risk assumed by a member increases by selecting a higher deductible. The \$25,000 deductible is fairly standard among the majority of IRMA members and an analysis of the Village's historical claims confirms that this is the

deductible that currently offers the best balance of risk/reward.

The Village has been a member of IRMA since 2005. This self-governed risk management agency provides the Village with cost stability, comprehensive risk management, and loss control training. In addition, IRMA members receive insurance coverage with various deductible options, municipal claim experts, training offerings, and other various benefits.

[A Resolution to Approve a Calendar Year 2024 Contribution in the Amount of \\$1,018,643 to the Intergovernmental Risk Management Agency.docx](#)
[IRMA2024.pdf](#)

Resolution 2024-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

A Resolution to Approve a Calendar Year 2024 Contribution in the Amount of \$1,018,643 to the Intergovernmental Risk Management Agency

is hereby adopted as follows:

Section 1. RECITALS.

The Village of Northbrook (“Village”) is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

The Village President (“President”) and the Board of Trustees of the Village (the “Board”) and with the President, the (“Corporate Authorities”) are committed to ensuring the general welfare of the Village and its residents and to operate efficiently as a unit of government.

The Village is and has been a member of the Intergovernmental Risk Management Agency (IRMA), which currently serves as the Village’s primary risk management and insurance provider, since 2005.

The Contract and Bylaws of IRMA provides that member units of local government shall each year pay an annual contribution calculated by a qualified actuary, similar to a premium in the commercial insurance market. After application of a portion of the Village’s available Excess Surplus Credit, the 2024 annual contribution due shall be \$1,018,643 to be paid from the Village’s Self Insurance Fund.

The Corporate Authorities have considered the annual contribution and determined that it is in the best interest of the Village and the public.

Section 2. APPROVAL OF ANNUAL CONTRIBUTION.

The annual contribution shall be, and is hereby, approved in a form acceptable to the Village Manager.

Section 3. AUTHORIZATION.

The Village Manager is hereby authorized to execute such documents and to make such payments as may be required to remit the annual contribution to IRMA.

[SIGNATURE PAGE FOLLOWS]

Village President

ATTEST:

Village Clerk



December 27, 2023

Village of Northbrook

STATEMENT OF 2024 ANNUAL CONTRIBUTION

Initial Contribution computed at a rate of \$2.323 per \$100 of five-year average Revenue Base	\$1,559,507
Plus or Minus: Loss Fund Adjustments	
Plus or Minus: the Experience Modifier 2.62%	\$40,805
2024 Contribution Before Optional Deductible Credit	\$1,600,312
Credit for Deductible of \$25,000	(\$304,059)
2024 Annual Contribution Due	\$1,296,253
Plus: Members Reserve due	
Total Contribution Plus Reserve	\$1,296,253
Excess Surplus Credit Available (can be used to pay all or part of the contribution)	\$977,610

Please make checks payable to Intergovernmental Risk Management Agency and enclose the completed and signed Statement of Payment. If you prefer to pay by wire transfer or ACH, contact us and we'll send the instructions. As part of our internal controls, we need the signed Statement of Payment either returned with the check, faxed to 708-236-6371, or emailed to ashlib@irmarisk.org

Payment is due on or before February 1, 2024. According to Bylaw Article IV Section 4.01, any payments which are more than fifteen days late shall incur an interest penalty fee equal to 1% per month or portion thereof. **Please do not make your payment prior to January 1st.**

An option is available for members choosing a deductible higher than the \$2,500 minimum to pay the contribution amount before the optional deductible credit and place the optional deductible amount in a reserve fund with IRMA. See the Optional Deductible Credit Reserve Fund Policy for more information.

Members may enter into an Installment Payment Agreement, per Bylaws Section 3.02. Please contact Ashli for additional information.

Ashli Boss
Director, Financial Services & Administration
(708) 236-6371



STATEMENT OF PAYMENT 2024 CONTRIBUTION

Member: Village of Northbrook

Invoice # 202447

Due: February 1, 2024

Excess Surplus Credit available that can be applied to contribution: \$977,610

\$1,296,253

Member's 2024 Annual Contribution Due

Members Reserve Due

(_____) Amount of Excess Surplus Credit applied to payment

+ _____ Amount of Optional Deductible Credit to be deposited to the
Optional Deductible Credit Reserve Fund max of : \$304,059

_____ Net Cash Payment for 2024 Contribution/Reserve

Method of payment _____ ACH _____ Wire transfer _____ Check

SIGNATURE

DATE

PRINTED NAME

TITLE

Members can choose to receive a combination of a credit/check up to a maximum of their Excess Surplus Credit Available. Any remaining funds will be carried over for future years and earn investment income at the same rate as IRMA's investment portfolio. Please send a separate request for any excess surplus refunds to be paid out by check.

If you have any questions, contact Ashli Boss at (708) 236-6371 or ashlib@irmarisk.org

Please return this copy with your payment for proper credit, or if paying electronically, scan and either fax to 708-236-6371 or email to ashlib@irmarisk.org. IRMA's financial auditors verify that we have these completed sheets on file.

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Providing for an Eligibility Study and Report and a Redevelopment Plan and Project for a Proposed Green Acres Tax Increment Financing District and for the Potential Reimbursement of Related Eligible Costs (Green Acres Redevelopment)

Overview/Synopsis.

As provided for in the Pre-Development Agreement for the former Green Acres Country Club Property as approved by the Village Board on December 12, 2023, this resolution will initiate the process for preparation of an Eligibility Study and Redevelopment Plan and Project also known as a TIF Plan.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

The Village is working with the owners of the former Green Acres Country Club which has been vacant since 2016 regarding the proposed development of the property to consist of three distinct uses on the site generally described as a 10 acres municipal parcel for future development of public facilities, 50 acres +/- to be held by the Cook County Forest Preserve, and 65+/- acres for a data center with supporting infrastructure.

On December 12, 2023, the Village Board approved a Pre-Development Agreement which identifies specifics of a public-private partnership to be discussed in the coming months in support the redevelopment of the former Green Acres Country Club. The Agreement includes a block plan to identify where on the property the various uses are proposed. As part of the Agreement, the Village is evaluating a public-private partnership with the owners in order to capture property taxes from the Data Center to offset on-site infrastructure costs, support the preservation of open space, and other TIF eligible expenses related to the development of municipal facilities on the site. Approval of this resolution is an initial step in the determination of the property and development's TIF eligibility.

A Resolution Providing for an Eligibility Study and Report and a Redevelopment Plan and Project for a Proposed Green Acres Tax Increment Financing District and for the Potential Reimbursement of Related Eligible Costs (Green Acres Redevelopment).docx
Exhibit A Green Acres Aerial.pdf

Resolution 2024-__

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Providing For An Eligibility Study and Report And A Redevelopment Plan And Project For A Proposed Green Acres Tax Increment Financing District And For The Potential Reimbursement Of Related Eligible Costs

(Green Acres Redevelopment)

is hereby adopted, as follows:

Section 1. RECITALS.

The Village of Northbrook (“**Village**”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970.

The former Green Acres Country Club property depicted in **Exhibit A**, attached hereto (“**Target Area**”), contains parcels that are presently underutilized, suffer from excessive vacancies, and face several economic development impediments, such as obsolescence, deterioration, inadequate utilities, and lack of community planning.

The Village does not anticipate that significant portions of the Target Area will be redeveloped and restored without the implementation by the Village of a comprehensive plan for the economic redevelopment of the Target Area.

The Village has explored various methods by which sufficient private investment can be attracted to the Target Area, so that the Target Area can be redeveloped for the long-term growth and benefit of the Village and its residents.

One means by which the Village could attract the private investment necessary for the redevelopment of the Target Area is the use of tax increment financing (“**TIF**”) and the establishment of a redevelopment project area (a “**TIF District**”) as authorized under 65 ILCS 5/11-74.4-1 et seq. (the “**TIF Act**”). The purpose of the TIF District is to provide a funding mechanism to incentivize the redevelopment of the Target Area in a manner acceptable to the Village. Specific purposes of the TIF District will include,

without limitation, to reduce or eliminate any conditions in the Target Area that qualify it for designation as a TIF District pursuant to the TIF Act, to encourage a high-quality redevelopment project, to stimulate private investment, to provide needed public improvements, and so on. Tax increment allocation financing under the TIF Act allows the Village to receive incremental property taxes attributable to growth in equalized assessed valuations (“*EAV*”) of properties within a TIF district above the EAV of the properties at the time the TIF district was created. Incremental property taxes are deposited into a special tax allocation fund that the Village may use to pay for eligible redevelopment costs as defined in the TIF Act.

The President and the Board of Trustees previously adopted a resolution approving a Professional Services Agreement with Michio Murakishi (“*Consultant*”) to provide economic development consulting services to the Village related to the Target Area, including the potential designation of a TIF district.

The Village desires to direct the Consultant to prepare an eligibility study and report and a redevelopment plan and project, as those terms are defined in the TIF Act, for the Target Area (collectively, the “*Eligibility Study and TIF Plan*”).

The Village will incur costs regarding the Eligibility Study and TIF Plan, including, without limitation, for the Consultant, legal advisors, engineers, planners, and other consultants which would be eligible to be paid as eligible redevelopment project costs in the event the Target Area is designated as a redevelopment project area (collectively the “*Potential Eligible Costs*”).

Section 2. **AUTHORIZATION TO PREPARE ELIGIBILITY STUDY AND TIF PLAN.**

The President and Board of Trustees hereby authorize and direct the Consultant to prepare the Eligibility Study and TIF Plan for the Target Area.

Section 3. **INDUCEMENT AND REIMBURSEMENT.**

A purpose of this Resolution is to induce the Village to incur the Potential Eligible Costs. If the Target Area is designated as a redevelopment project area, the Village may reimburse its Potential Eligible Costs to the extent authorized by law.

Section 4. **DESIGNATION OF MUNICIPAL OFFICER.**

The Village hereby designates its Village Manager, Cara Pavlicek, 1225 Cedar Lane, Northbrook, Illinois, 60062, 847-272-5050, as the municipal officer who may be contacted for additional information about the proposed Target Area and who should receive all comments and suggestions regarding the redevelopment of the area to be studied.

Section 5. **DISTRIBUTION TO TAXING DISTRICTS.**

The Village Clerk or their designee is authorized and directed to send a copy of this Resolution to all taxing districts that would be affected by the designation of the Target Area as a redevelopment project area.

Section 6. **EFFECTIVE DATE.**

The approval of this Resolution shall be in full force and effect following its passage by the Board of Trustees in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

Village President

Village Clerk

EXHIBIT A
MAP OF TARGET AREA



MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: An Ordinance Amending Various Sections of Chapter 2 of the Northbrook Municipal Code, as Amended

Overview/Synopsis.

The proposed amendments codifies Human Resources as a division of the Village Manager's Office, consistent with the adopted FY24 General Fund budget. Additionally, the name of the Information Services Department is being updated to the Information Technology Department, which is consistent with how the Department is commonly referred to.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

From time to time the Municipal Code is updated to reflect current practice as is the case with these recommended amendments to Chapter 2, Articles III and V.

[An Ordinance Amending Various Sections of Chapter 2 of the Northbrook Municipal Code, as Amended.doc](#)

Ordinance No. 2024-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending Various Sections of Chapter 2 of the Northbrook Municipal Code, as Amended

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Chapter 2, entitled “Administration,” of the Northbrook Village Code, as amended (“*Village Code*”) sets forth the powers and duties of the officers and employees of the Village, as well as the different departments within the Village.

The Village desires to amend the Village Code to clarify and revise certain duties and department designations.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO SECTION 2-118 OF THE VILLAGE CODE.

Section 2-118, entitled “Powers and Duties Generally” of Article III, entitled “Officers, Employees and Independent Contractors” of Chapter 2, entitled “Administration,” of the Village Code shall be amended to read as follows:

“Sec. 2-118. - Powers and duties generally.

(d) The village manager may establish a Division of Human Resources within the village manager’s office to include a Director of Human Resources who shall be appointed by the Village Manager and shall be responsible for the management of all matters pertaining to:

- 1) Administering a recruitment and selection program for applicants for employment with the Village pursuant to the established policy of the Village as an equal opportunity employer;**
- 2) Maintaining position classification and pay plans;**
- 3) Maintaining records of Village employees reflecting tenure, qualifications and service, disciplinary actions, leaves of absence and related matters;**
- 4) Assisting in establishing and conducting in-service training programs for Village employees and officers;**

Additions are **bolded and underlined**, deletions are ~~struck through~~

- 5) Performing necessary duties in the administration of employee wellness, benefits, retirement programs and support services; and
- 6) Performing such other functions as may be required by the village manager or other provisions of this Code.”

Section 3. AMENDMENT TO DIVISION 3 OF ARTICLE V OF CHAPTER 2 OF THE VILLAGE CODE.

Division 3, entitled “Department of Information Services” of Article V, entitled “Departments” of Chapter 2, entitled “Administration,” of the Village Code shall be amended to read as follows:

“DIVISION 3. - DEPARTMENT OF INFORMATION ~~SERVICES~~ TECHNOLOGY”

Sec. 2-231. - Created; composition.

There is hereby created a department of information technology ~~services~~ which shall consist of the chief information officer and such other employees as may be provided for by ordinance or resolution duly authorized by the board of trustees.

Sec. 2-232. - Chief information officer.

- (a) There is established the position of the chief information officer who shall be appointed by the village manager. The chief information officer shall have control and supervision over all employees assigned to the department of information technology ~~services~~.
- (b) The chief information officer shall be responsible for:
 - 1) Appointing, removing, supervising, developing, and retaining staff in the village’s information technology ~~services~~ department;
 - 2) Developing policies and standards for the procurement, management, maintenance, and operation of technology resources;
 - 3) Making recommendations to the village manager and chief financial officer on changes to the information technology ~~services~~ departmental budget to ensure appropriate funding exists to meet the village’s needs;
 - 4) Determining the most effective and financially responsible ways of providing technology services to the village departments;
 - 5) Defining technology solutions, standards, and plans for the village based on the requirements of village departments;
 - 6) Defining the security policies for the village’s technology systems;

Additions are **bolded and underlined**, deletions are ~~struck through~~

- 7) Providing updates to the village manager and elected and appointed officials on the status and security of the village technology systems; and
- 8) Managing the vendors and service providers, and their associated contracts, that deliver technology systems and solutions to the village.

(c) The information **technology** ~~services~~ staff shall be responsible for:

- 1) Evaluating, recommending, and implementing village technology systems;
- 2) Providing maintenance and on-going support and upgrades of village technology systems;
- 3) Consulting with village departments on technology requirements and recommending solutions;
- 4) Ensuring village systems adhere to the village's defined security policies; and
- 5) Identifying and recommending opportunities for more cost-effective solutions and services, where appropriate.

***"

Section 4: EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Village President

ATTEST:

Village Clerk

Additions are **bolded and underlined**, deletions are ~~struck through~~

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: An Ordinance Amending Chapter 2, Article III of the Northbrook Municipal Code, as Amended, Regarding Compensation of the Village Clerk

Overview/Synopsis.

The Village President and Board of Trustees desire to amend the Northbrook Municipal Code to add a new section governing the compensation of the Village Clerk. In accordance with Section 9 of Article VII of the Illinois Constitution of 1970, this increase in the salary of an elected officer of the Village will not take effect during the village clerk's current term.

Fiscal Impact.

Beginning in FY25/26, the Village's annual budget will include an additional \$5,800 in the Legislative Division account number 11-1110-505-07.

Recommendation.

Approval.

Background.

The Village President and Board of Trustees desire to amend the Northbrook Municipal Code to add a new section governing the compensation of the Village Clerk. In accordance with Section 9 of Article VII of the Illinois Constitution of 1970, this increase in the salary of an elected officer of the Village will not take effect during the village clerk's current term.

This ordinance proposes the Village Clerk receive compensation in the annual amount of \$5,800, which is equivalent to the compensation of a Village Trustee. In addition, the ordinance clarifies that the Village Clerk and any qualified dependent will not be eligible for Village health insurance, as is true for the entire Village Board.

[An Ordinance Amending Chapter 2 Article III of the Northbrook Municipal Code as Amended Regarding Compensation of the Village Clerk.docx](#)

ORDINANCE NO. 2024-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending Chapter 2, Article III of the Northbrook Municipal Code, as Amended, Regarding Compensation of the Village Clerk

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Article III, entitled “Officers, Employees and Independent Contractors” of Chapter 2, entitled “Administration,” of the Northbrook Village Code, as amended (“*Village Code*”) sets forth the powers and duties of the Village Clerk.

The Village desires to amend the Village Code to add a new section governing the compensation of the Village Clerk.

The Village acknowledges that, in accordance with Section 9 of Article VII of the Illinois Constitution of 1970, this increase in the salary of an elected officer of the Village will not take effect during the village clerk’s current term.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO CHAPTER 2, ARTICLE III OF THE VILLAGE CODE.

Section 2-102, entitled “Reserved” of Article III, entitled “Officers, Employees and Independent Contractors” of Chapter 2, entitled “Administration,” of the Village Code shall be amended to read as follows:

“Sec. 2-102. – Reserved Compensation of village clerk.

The village clerk will receive the following compensation:

- 1) **The village will pay the village clerk the sum of \$5,800.00 per annum.**
- 2) **The village clerk, as well as any qualified dependent thereof, will not be eligible for or entitled to insurance coverage under the village’s group health care plan.”**

Section 3: EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

Village President

Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Madeline Farrell
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: A Resolution Ratifying the Approval of a Pilot Program for Catastrophic Leave

Overview/Synopsis.

A pilot program for Catastrophic Leave has been developed and this resolution confirms its approval.

Fiscal Impact.

N/A.

Recommendation.

Approval.

Background.

The Pilot Program for Catastrophic Leave is designed to assist employees who have exhausted all of their paid time due to a serious or catastrophic illness, injury or condition of the employee. The Catastrophic Leave Program establishes a Sick Leave Bank to allow other employees (referred to as “donating employees”) to make voluntary donations of unused sick hours to a general pool of hours (referred to as the "Sick Leave Bank") that will be made available to eligible employees who request and are approved for Catastrophic Leave (referred to as “receiving employees”) under the parameters defined in the Pilot Program which is effective thru January 1, 2025 unless further extended by the Village Board of Trustees.

[A Resolution Ratifying the Approval of a Pilot Program for Catastrophic Leave.docx](#)
[Pilot Program.12.22.23.pdf](#)

Resolution No. 24-

BE IT RESOLVED by the President and the Board of Trustees of the Village of Northbrook, County of Cook, and State of Illinois, THAT:

A Resolution Ratifying the Approval of a Pilot Program for Catastrophic Leave

is hereby adopted, as follows:

Section 1. Recitals.

The Village has prepared a Pilot Program for Catastrophic Leave, which sets forth the policy of the Village regarding the terms of the Pilot Program issued December 22, 2023 and effective thru January 1, 2025 unless further extended by the Village Board of Trustees.

Due to extenuating circumstances, the Village Manager approved the initiation of the Pilot Program for Catastrophic Leave on December 22, 2023.

The Village Board finds and determines that adopting a Pilot Program is in the best interests of the Village and Village employees.

Section 2. Ratification of Adoption of Pilot Program for Catastrophic Leave.

The Village President and the Board of Trustees hereby ratify, pursuant to the Village's home rule power, the Village Manager's approval of the "Pilot Program for Catastrophic Leave," attached to this Resolution as **Exhibit A**, (*"Pilot Program for Catastrophic Leave"*), effective December 22, 2023.

Section 3. Effective Date.

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Village President

ATTEST:

Village Clerk

Village of Northbrook Pilot Program for Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted all of their paid time due to a serious or catastrophic illness, injury or condition of the employee. The Catastrophic Leave Program establishes a Sick Leave Bank to allow other employees (referred to as “donating employees”) to make voluntary donations of unused sick hours to a general pool of hours (referred to as “the Sick Leave Bank”) that will be made available to any eligible employee who requests and is approved for Catastrophic Leave (referred to as “receiving employees”) under the parameters defined in this policy.

The Village reserves the right, in its sole and absolute discretion, to determine eligibility for participation, as well as continued participation, in the Catastrophic Leave Program including, but not limited to, the receipt or donation of leave. The Village reserves the right to discontinue the Catastrophic Leave Program in its sole discretion, with or without notice.

The Catastrophic Leave Program, including the administration of the Sick Leave Bank, review of requests, and determination of eligibility, will be the responsibility of the Village Manager or designee(s).

Eligibility and Leave Use

An employee shall be eligible to receive leave from the Sick Leave Bank provided their application meets the requirements below.

- Permanently employed by the Village, accrues paid leave, has a set schedule, and has been employed by the Village for at least 12 consecutive months.
- Either the receiving employee has sustained a serious or catastrophic non-job related illness, injury or condition or a member of the employee’s immediate family has sustained a serious or catastrophic illness, injury or condition that requires absence of the receiving employee from work for a prolonged period. For the purposes of this policy, a member of the employee’s immediate family is their spouse or child.
- The employee must have exhausted all granted, earned, and accrued leave time prior to receiving donated leave under this program.
- The employee has applied and granted Family and Medical Leave, and they have not exhausted their FMLA time. If applicable, donated time will run concurrent with an eligible employee’s leave allotment under the FMLA.
- Employee can receive up to a maximum of 320 hours total through this program.
- Employee does not need to repay the donated/used hours.
- Employees are required to Hours received must be used as paid time off and cannot otherwise be paid out.
- Hours may not be used for intermittent leave.
- Paid Holidays will continue to be granted to the employee as they occur, if not previously earned and used while in this program.
- Employees on Catastrophic Leave will continue to accrue and be granted leave each pay period, however, holidays will not be “front loaded”. Leave that is accrued and/or granted while on Catastrophic Leave must be used prior to any continued use of Catastrophic Leave.
- An employee using Catastrophic Leave under this policy will continue to be covered under the Village’s group health insurance plan under the same conditions, as coverage would have been provided if they had been continuously employed during the leave period. If all leave is

extinguished, including Catastrophic Leave, and the employee enters an unpaid status, any continuation of benefits will follow procedures set forth in relevant Village policies.

Returning to Work

An employee must return to work when they are deemed medically able to do so, as determined by their physician (or in the case of an immediate family member, their physician). When an employee returns to work after the use of donated time for their own illness, injury or other medically necessary reason, they must bring a release from their physician stating that they are able to return to work. The Village reserves the right to require an employee to undergo an examination by the Village's occupational health provider to verify fitness to return to work.

Abuse of Catastrophic Leave

The Village reserves the right, in its sole and absolute discretion, to determine when an employee is abusing rights and privileges under this Catastrophic Leave Program and, in such event, to discontinue the employee's participation in and eligibility for catastrophic leave benefits.

Requesting Donated Leave

The requesting employee must submit a request to the Village Manager's Office. The employee is required to provide a physician's statement or other documentation necessary to establish the need for the prolonged absence. This may be waived in the event it is provided as part of the FMLA application. It is incumbent upon the employee to provide all necessary documentation and facts deemed necessary for the Village to properly evaluate their eligibility to participate in the Program. In the event the employee is unable to participate in this process, a family member may do so on their behalf. In all cases, the Village Manager or their designee(s) has the final authority to approve or deny all requests.

Donating Sick Leave

An employee shall be eligible to voluntarily donate unused and accrued sick leave hours to the Sick Leave Bank in accordance with the following:

- Employees can only donate unused sick hours in four (4) or eight (8) hour increments; and
- The maximum number of hours an individual employee can donate annually is 24 hours; and
- Donated hours must go into a "generic bank" to be used first come, first serve (i.e. cannot set up donations for a specific person, per IRS rules).
- Donated hours are deducted from donating employee's accrued sick time on the payroll following donation.
- Once donated, hours roll over each year until used in accordance with the terms of the Catastrophic Leave Bank.
- Once sick hours have been donated to the Bank, they cannot be restored to the donating employee, including through request from the Sick Leave Bank.
- Donations are anonymous.
- Donations may not be claimed as an expense, tax deduction or a charitable contribution.
- Leave donated will be accepted on an hour-for-hour basis. There will be no adjustment based on the pay level of the donor or recipient.

It is required that the Village and Union have entered into a Memorandum of Understanding or similar to authorize their members to participate in the voluntary donation of sick leave under this Catastrophic Leave Program.

Pilot Program Issued December 22, 2023 and effective thru January 1, 2025 unless further extended by the Village Board of Trustees.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Public Works Director Kelly Hamill
Cc: Village Board of Trustees
Date: 2024-01-09
Subject: Status Update on the Automated Metering Project

Overview/Synopsis.

Staff will provide a brief presentation on the status of the Automated Metering Project in anticipation of requests for Board action at future meetings.

Fiscal Impact.

N/A.

Recommendation.

Staff presentation only, no action necessary.

Background.

The replacement of water meters within the Village was initially identified during discussions of the Utility Rate Study on November 8, 2022. The topic of the Utility Rate Study as well as a water meter replacement program were referred to the Public Works and Facilities Committee by the Village Board on December 13, 2022 with Resolution 2022-126. The Public Works and Facilities Committee discussed the topic of water meter replacements and automated meter reading systems on February 7, 2023.

Following the February 7, 2023 discussion on water meter replacements and automated meter reading systems by the Public Works and Facilities Committee, a staff committee with representatives of the Finance, IT, Public Works and the Village Manager's Office was formed. This staff committee met with various meter, network, and software vendors as well as other communities that have completed similar projects. The staff committee provided recommendations to the Public Works and Facilities Committee on July 11, 2023. Following this meeting, staff met with a service provider to learn about different approaches to managing the project.

A Request for Qualifications for project management services for the automated metering project was prepared, reviewed by the staff committee, and released on October 23, 2023. Submissions were due on Tuesday, November 14, 2023 and at that time the Village received three responses. The staff committee met on Thursday, November 16, 2023 to review the three responses and determined it was in the Village's best interests to interview all three firms. Interviews were conducted with the firms on November 29, 30 and December 1. At the

conclusion of the interviews, the staff committee determined that Veregy, LLC. ("**Veregy**") was most qualified and would best meet the Village's needs. Veregy has successfully performed similar services for nearby communities such as Glenview, Buffalo Grove, and Palatine.

Staff began discussions with Veregy following the staff committee's recommendation. Veregy proposes the Village use a process they have found most beneficial and cost effective, which is to conduct an audit of the Village's water meter information and verify field conditions while assisting the Village in preparing and obtaining pricing for meters, network and software, and installation. Following the audit phase, the Village and Veregy would finalize the scope of work and quantities/sizes of meters to be replaced, the communications materials to be produced, the customer service and scheduling to be performed, and the not to exceed cost for the overall management of the project.

Following this status update, the next proposed step in this process is Village Board approval of the necessary actions for the "audit phase" to commence, including a Letter of Intent with Veregy as soon as the January 23, 2024 Regular Meeting of the Village Board.

[Exhibit A - Presentation on the Status of the Automated Metering Project](#)

JANUARY 9, 2024

Automated Metering Project Update

Automated Metering Project – Update

- Meter replacement program was initially identified as part of the discussion of the Water and Sanitary Sewer Rate Study.
- Meter replacement program was discussed at the November 8, 2022 COW meeting and referred to the Public Works and Facilities Committee with Resolution 2022-126 on December 13, 2022.
- The Public Works and Facilities Committee discussed the topic on February 7, 2023.

Automated Metering Project – Update

- A staff committee with representatives of the Finance, IT, and Public Works Departments as well as the Village Manager's Office was formed.
- This committee met with various meter, network, and software vendors as well as other communities that have completed similar projects.
- The committee provided recommendations to the Public Works and Facilities Committee on July 11, 2023.
- Following this meeting, staff met internally and with an energy services company to learn about different approaches to managing the project.

Automated Metering Project – Project Management Services RFQ

- A Request for Qualifications for project management services for the automated metering project was released on October 23, 2023.
- On Tuesday, November 14, 2023 the Village received three responses.
- Interviews were conducted with all three firms that submitted responses. Interviews were held on November 29, 30, and on December 1.
- At the conclusion of the interviews, the committee determined that Veregy, LLC. ("Veregy") was most qualified and would best meet the Village's needs.
- Veregy has successfully performed similar services for nearby communities such Glenview, Buffalo Grove, and Palatine.

Automated Metering Project - Next Steps

- Veregy has proposed to utilize their process which consists of an audit phase prior to entering into a contract for project management services.
- Veregy also offers meter installation services as part of their project management services.
- During Audit Phase Veregy will:
 - Review Village's meter data and assist in finalizing the number and sizes of meters needed to purchase.
 - Verify a sample of field conditions (i.e. accessibility of meters in homes)
 - Obtain pricing for the purchase of meters and the network/software needed to read the meters.

Automated Metering Project - Next Steps

- There is no cost to the Village for Veregy's services during the audit period unless the Village elects not to move forward with them for project management and installation services.
- If the Village chooses not to move forward with Veregy the Village would pay Veregy \$30,000 for the audit services.
- The Village would own and be able to use any and all work produced during the audit phase.
- If the Village is satisfied with Veregy's performance during the Audit, the Village would enter into a contract with Veregy for project management services and installation of the meters.

Automated Metering Project - Next Steps

- **If the Village Board concurs with these next steps, staff will prepare a Resolution for the Board's consideration authorizing the execution of a Letter of Intent with Veregy at the January 23, 2024 agenda.**

Questions

Flock Safety + IL -

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Mike Hutton
michael.hutton@flocksafety.com
8476090201

flock safety



ORDER FORM

Customer: IL - Northbrook PD

Initial Term: 60 Months

Legal Entity Name: IL - Village of Northbrook

Renewal Term: 24 Months

Accounts Payable [Email: stan.ferguson@northbrook.il.us](mailto:stan.ferguson@northbrook.il.us)

Payment Terms: Net 30

Address: 1401 Landwehr Rd Northbrook, Illinois 60062
Invoiced at Signing.

Billing Frequency: Annual Plan - First Year

Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$52,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$52,500.00

Annual Recurring Subtotal: \$52,500.00

Discounts: \$55,000.00

Estimated Tax: \$0.00

Contract Total: \$262,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$52,500.00
Annual Recurring after Year 1	\$52,500.00
Contract Total	\$262,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform	Product Description	Terms
Flock Safety	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint®	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation
Professional Services - Standard Implementation	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation
Professional Services - Advanced	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation

FlockOS Features & Description

Package: Essentials

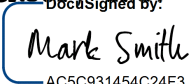
FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device
License Plate Lookup	Look up specific license plate location history captured on Flock
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports,
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines,
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle

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

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Northbrook PD

By: 
AC5C931454C24F3...

By:

Name: Mark Smith

Name:

Title: General Counsel

Title:

Date: 12/21/2023

Date:

Attest:

Name: _____

Title: _____

Date: _____

EXHIBIT A

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 -municipality 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-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, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, “**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 captured by Flock or Flock serviced cameras, and transferred to Agency through the Services—upon request.
- 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 on 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 that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.16 -“*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.
- 1.17 -“*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.
- 1.18 -“*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.19 -“*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.
- 1.20 -“*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.
- 1.21 -“*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.
- 1.22 -“*Support Services*” means Monitoring Services, as defined in Section 2.10 below.
- 1.23 -“*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 -“*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.

1.25 -“*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.

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

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

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

1.29 -“*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 Agency may use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the 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***"). Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Suspension was not caused by the direct actions of Agency. Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. 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 time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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 Service 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. Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Interruption was not caused by the direct actions of Agency. 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 a 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 on Agency-owned property 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 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 and maintained in a workmanlike manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Flock shall maintain all Flock Hardware in a first rate condition and in a manner that it can perform for its intended purpose during the Term. 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 within a commercially reasonable time period, not to exceed six weeks after the natural expiration or termination of this Agreement at no additional cost to Agency. Flock Hardware shall be deactivated upon the natural expiration or termination of this Agreement. 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, provided that it first provide Agency 30 days' notice to cure such default. 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 that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. 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- 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 that are 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 unless disclosure of such Proprietary Information is required by law. 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. Flock agrees that it may use the Footage generated from Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) 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 (iv) 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 Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

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 may 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 shall not sell Aggregated Data.

4.6 No Facial Recognition. Flock represents and warrants that it will not engage in any facial recognition using Agency Data or Agency Generated Data regardless of whether the Agency Data or Agency Generated Data is converted to Aggregated Data.

5 PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

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 receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

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.

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. In the event that Customer chooses to terminate this Agreement prior to the end of the Term, Customer understands that: 1) they shall not receive any refunds on payments already made towards the then-current Term, and 2) they shall owe any outstanding payments for the then-current Term.

6.2 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.

6.3 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.

6.4 -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.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; OR (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 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 MISCELLANEOUS

9.1 Compliance With Laws. Both Parties agree 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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 for any claims between the Parties shall be in the 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.

9.7 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.

9.8 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.

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

9.10 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.

9.11 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