

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, DECEMBER 18, 2023
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – December 4, 2023
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Appointment of Amanda Pyle and Nate Zeller to the Business District Commission to replace Tom Osborne and Todd Grimm effective January 1, 2024.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Resolution Approving Amendment to Personnel Handbook to Comply with Paid Leave for All Workers Act.
 - B. Building Improvement Grant Recommendation
- XII. CHIEF OF POLICE**
 - A. Resolution Authorizing Master Services Agreement with Flock Group, Inc.
- XIII. CORPORATION COUNSEL**
 - A. Resolution Authorizing the Execution of a Side Letter Agreement Between the Village of Morton and the International Association of Firefighters Local #4952 (Paramedics) Regarding the Health Insurance, Wage Scale Changes, and a Paramedic Trainee Program.
 - B. Resolution Authorizing the Execution of a Side Letter Agreement Between the Village of Morton and the Police Benevolent Labor Committee Regarding Health Insurance.
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Acceptance of Proposal from R&R Services of Illinois for Landscape Waste Grinding for years 2024 & 2025.
 - B. Resolution Approving Intergovernmental Agreement Between the County of Tazewell and the Village of Morton for Digital Orthophotography.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**

XVII. VILLAGE TRUSTEES

- A. Trustee Blunier
- B. Trustee Hilliard
- C. Trustee Leitch
- D. Trustee Menold
- E. Trustee Newman
- F. Trustee Parrott

XVIII. CLOSED SESSIONS

XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

XX. ADJOURNMENT

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., December 4, 2023**

After President Kaufman called the meeting to order, the Pledge of Allegiance was recited and Clerk Evans called the roll, finding the following Trustees present: Hilliard, Leitch, Menold, Newman, Parrott – 5.

PUBLIC HEARING – A public hearing was had for the proposed property tax levy increase for the Village of Morton, IL. There was no comment from the public.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – November 20, 2023
 - 2. Closed Session – November 20, 2023
- B. Approval of Bills

Trustee Menold moved to approve the Consent Agenda. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Blunier – 1.
Abstain: None – 0.

VILLAGE PRESIDENT – President Kaufman requested approval to appoint Shawn Darche as Chief of Police effective January 1, 2024. Trustee Hilliard moved to approve and it was seconded by Trustee Newman before approval with the following roll call vote:

Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Blunier – 1.
Abstain: None – 0.

Following approval, President Kaufman met with Chief Miller and thanked him for his service to the Village while also welcoming in Deputy Chief Darche to the position next month. Chief Miller and Deputy Chief Darche both spoke and thanked many individuals and groups for their success and support.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick presented an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024. Trustee Parrott moved to approve the Ordinance and it was seconded by Trustee Leitch before approval with the following roll call vote:

- Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
- No: None – 0.
- Absent: Blunier – 1.
- Abstain: None – 0.

Next, Administrator Smick presented Morton Tourism Grant Recommendations. Trustee Newman moved to approve the grants and it was seconded by Trustee Parrott before approval with the following roll call vote:

- Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
- No: None – 0.
- Absent: Blunier – 1.
- Abstain: None – 0.

CHIEF OF POLICE – Chief Miller thanked his department for their service and the Village Board for their support over the years.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – None.

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

- Trustee Blunier – None.
- Trustee Hilliard – None.
- Trustee Leitch – None.
- Trustee Menold – None.
- Trustee Newman – None.
- Trustee Parrott – None.

CLOSED SESSIONS – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

ADJOURNMENT – With no further business to come before the Board, Trustee Newman moved to adjourn. The motion was seconded by Trustee Leitch and followed by unanimous voice vote of all present board members.

PRESIDENT

ATTEST:

VILLAGE CLERK

RESOLUTION NO. 16-24

**RESOLUTION APPROVING AMENDMENT TO PERSONNEL HANDBOOK TO
COMPLY WITH PAID LEAVE FOR ALL WORKERS ACT**

WHEREAS, the Village of Morton maintains a Personnel Handbook which contains personnel policies, including policies regarding use of sick time; and

WHEREAS, the State of Illinois has adopted the Paid Leave for All Workers Act, which takes effect on January 1, 2024

WHEREAS, it is necessary for the Corporate Authorities to revise the personnel policies and procedures for the Village of Morton to comply with the aforesaid Act

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. An amendment to the Personnel Policy Manual adopted September 1, 2022, as attached hereto as Exhibit A, is hereby approved by the President and Board of Trustees, and shall be effective from and after the effective date of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this ____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

EXHIBIT A

Section 3.5 of the Personnel Handbook dated September 1, 2022 shall be amended by inserting a new subsection which shall be as follows:

Donation of Available Sick Time Plan

The Village of Morton desires to provide a mechanism by which employees of the Village of Morton may donate accumulated sick time to another employee who has a medical emergency and who has exhausted his or her available paid leave.

Definition of a Medical Emergency – A medical emergency is defined as "a medical condition of the employee or a covered family member (meaning the employee's child, stepchild spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the leave-sharing plan."

The decision to donate sick leave to another employee of the Village of Morton is a choice to be made freely by each employee. No person shall attempt to unduly influence another employee to donate sick time off.

The following requirements must be met for a donation of sick time to be approved:

1. The affected employee must be suffering from a medical emergency, as defined in this policy.
2. The affected employee must exhaust all accrued paid leave prior to receiving a donation of sick leave.
3. The medical emergency must require an absence from work for a minimum of 30 calendar days.
4. The employee receiving the donated time may not accumulate more than 960 hours of sick time at any point.
5. The donating employee must complete the Sick Leave Donation Form.
6. The donating employee must have a minimum of 160 hours (20 days) of available sick time in order to donate.
7. The donating employee may not donate more than ½ of the sick time they would accrue in one calendar year (6 days) to one employee. An employee is only allowed to donate a maximum of 12 days in one calendar year.
8. Donation to the sick leave for another employee is voluntary and irrevocable.

receive twice his hourly salary (base plus longevity plus incentive pay) for each hour worked on said holiday.

For purposes of determining the hourly rate to be used in calculating the holiday pay due employees, the following formula shall be used:

$$\text{Hourly Rate} = \frac{\text{Official monthly rate} \times 12}{2080}$$

The Village President may designate an alternate day for the above-listed holidays if the Village President determines that it is in the Village's best interest for an employee to work on one of the holidays. An employee must work or be on approved leave with the Village on the previous and following regular work day for the employee to receive holiday pay. Employees scheduled to work on a holiday who fail to report for work shall not receive any pay for the holiday.

The Village understands and recognizes that other important holidays exist and that an employee may request additional leave to celebrate or observe these other holidays. Accordingly, employees are afforded vacation days (see **Section 3.8 Vacations**), comp time, and personal leave days (see **Section 3.9 Personal (Emergency) Leave**) which may be used for taking leave for these other holidays upon proper notice and scheduling with an employee's supervisor.

Section 3.8 Vacations

To provide employees with the opportunity to get away from work for periods of rest and relaxation, the Village provides its regular employees with vacation benefits.

Time Earned

Vacation time is earned based upon the following schedule:

<u>Years of Employment/Employee Status</u>	<u>Vacation Time Earned</u>
Less than 1 year full-time and all part-time employees	5 days maximum, earned as 1 hour earned for 40 hours worked
1 year and less than 2 years	5 days
2 years and less than 5 years	10 days
5 years and less than 11 years	15 days
11 years and less than 12 years	16 days
12 years and less than 13 years	17 days
13 years and less than 14 years	18 days
14 years and less than 15 years	19 days
15 years or more	20 days (maximum)

The number of years of employment is determined based on a calendar year. Days earned in the first year of hire (which starts on the date the employee is hired) may be carried over to the next calendar year and shall be used by the end of that year. No other carryover of vacation days is allowed. Instead, except in the first year, vacation time shall be used in the same calendar year in which the hours are earned. New employees must complete a minimum of six (6) months of service before taking any vacation time. Employees may utilize vacation time in increments of one (1) hour.

While employees may be able to take vacation any time during the calendar year that it is earned, it is understood that an employee does not actually earn the vacation time until completion of the

calendar year. Employees who retire, resign, or are terminated, shall receive pay for any vacation time earned but not taken. If an employee has taken vacation time which has not yet been earned, and then terminates employment, the amount taken in excess of the amount earned shall be due and owing the Village from the employee, but may not be deducted from the employee's final check without the express written consent of employee freely given at the time the deduction is made.

If an employee other than supervisory personnel has earned more than five (5) days of vacation, he may, at the discretion of the Department Superintendent and the Director of Public Works, or the Village Administrator, or the Director of Fire and Emergency Medical Services, "sell back" to the Village any vacation time up to a maximum of five (5) days. The employee will be paid for such time at the straight hourly rate. Any request to sell back days shall be made prior to December 15 each year and to the extent granted shall be paid by January 31 of the following year. Any vacation days earned which are not used or sold back are considered lost and cannot be regained or deferred for compensation in any future years.

In the event the Chief of Police, Deputy Chief of Police, Director of Fire and Emergency Medical Services, Zoning Enforcement Officer, Director of Public Works, Village Administrator, Superintendent of Gas Distribution, Superintendent of Streets, Superintendent of Wastewater Treatment, Superintendent of Water Distribution, or Superintendent of Water Treatment has not used all of his vacation prior to December 31 of any year, then such individual shall sell back to the Village of Morton any unused vacation time up to a maximum of five (5) days. The rate of pay shall be determined as follows:

The employee's annual base salary as of December 31 of that year, plus longevity, shall be divided by 2080 to determine an hourly rate. The hourly rate shall be multiplied by 8 hours to determine a daily rate, or a fraction thereof for fractional days.

Scheduling

The Village has the authority to designate the number of employees within a Department who can be granted a vacation request at any given time. In addition, the Village may designate certain days as unavailable for vacation time. Any such dates will be posted in a designated area. Use of vacation benefits under this policy must be scheduled with the Department Head in advance and is subject to the operational requirements of the Department. Vacation benefits may not be utilized for periods of less than one-half (1/2) day, or more than ten (10) consecutive duty days (or two (2) calendar weeks) unless authorized by the Department Head.

Employees shall submit a request on the standard form (see Appendix A) for vacation time during the period of November 1 through November 15 of the current year for consideration for time off in the following calendar year. These requests will be granted, in accordance with the operating needs of the employee's department, on the basis of seniority (established by the employee's date of hire or date of full-time employment, whichever is latest). All requests submitted during this time will be responded to on or before November 30. Where an employee has been granted vacation time during a desirable time of the calendar year, such as in relation to holidays, for consecutive years the Department Head can grant the request of a less-senior employee on an alternating year basis.

Where an employee desires to change the dates scheduled for vacation, he or she must provide at least one week's advance notice and will not be allowed to bump any employee who has already scheduled vacation for that period.

Once a request for vacation time has been approved, it will not be cancelled except for emergencies or disasters unforeseen at the time of approval.



Memo

To: President and Board of Trustees
From: Business District Commission
Date: December 14, 2023
Re: Building Improvement Grant Recommendation

Below is the recommendation for Building Improvement Grants from the Business District Commission. The Commission reviewed and approved the following:

Applicant	Property Address	Total Project Cost	Amount Recommended by BDC	Summary of Work
Nichols Land Trust	501-503 N. Morton Ave.	\$43,160	\$10,000	Replace windows & doors
VIP Morton Cinemas	2115 S. Main	\$2,800	1,400	Update signage with LED lighting
Leman Property Management	120 W. Jefferson	\$56,938	Application Denied by Commission	Hood Venting System

The Commission is asking for your approval of this recommendation.

If you have any questions, please reach out to Julie Smick.

Thank you!

RESOLUTION NO. 17-24

**RESOLUTION AUTHORIZING MASTER SERVICES AGREEMENT
WITH FLOCK GROUP, INC.**

WHEREAS, the Village of Morton previously entered into a Master Services Agreement with Flock Group, Inc. for the provision of certain services and hardware for license plate reader cameras for a 24 month term; and

WHEREAS, Flock Group, Inc. has offered to enter into a new Master Services Agreement for a 60 month term; and

WHEREAS, the Chief of Police has recommend the Village of Morton enter into a new Master Services Agreement with Flock Group, Inc., as it affords the ability for the Village to lock in current pricing before a price increase

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. The recitals set forth in the preamble to this Resolution are hereby found to be true and correct and are incorporated herein by reference.
2. The Chief of Police is hereby authorized and directed to execute the attached Master Services Agreement with Flock Group, Inc.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this ____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

Flock Safety + IL - Morton PD

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

MAIN CONTACT:
Phil Nanni
phil.nanni@flocksafety.com
815-915-6316

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: IL - Morton PD
 Legal Entity Name: IL - Morton PD
 Accounts Payable Email: jrmiller@morton-il.gov
 Address: 375 W Birchwood St Morton, Illinois 61550

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$40,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	15	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			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	15	\$9,750.00
Subtotal Year 1:			\$49,750.00
Annual Recurring Subtotal:			\$40,000.00
Discounts:			\$42,500.00
Estimated Tax:			\$0.00
Contract Total:			\$209,750.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$49,750.00
Annual Recurring after Year 1	\$40,000.00
Contract Total	\$209,750.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$37,500.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	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 Service Brief.
Professional Services - Standard Implementation Fee	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 Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
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 statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
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 fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome 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, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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

FLOCK GROUP, INC.

Customer: IL - Morton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 27 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, 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 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

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

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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

1.11 “**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.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**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.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, 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 diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer 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 Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, 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.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, 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 Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock 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 less than commercially reasonable precautions, 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. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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 the Flock Services or Flock IP; (vi) use the Flock Services 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, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

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

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (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.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. 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 (“**Cure Period**”). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **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.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 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, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall 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).

11.2 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.

11.3 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.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. 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. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

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

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer 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.

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

11.12 **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.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **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 to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

RESOLUTION NO. 18-24

RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL # 4952 (PARAMEDICS) REGARDING HEALTH INSURANCE, WAGE SCALE CHANGES, AND A PARAMEDIC TRAINEE PROGRAM

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

WHEREAS, the Board of Trustees deems it to be in the best interests of the Village to enter into a side letter agreement with the International Association of Firefighters Local # 4952 for the Paramedics bargaining unit.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

Section One: The President and the Village Clerk of the Village of Morton are hereby authorized to execute the side letter agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

Section Two: This Resolution shall be in full force and effect upon its passage and approval as required by law

Section Three: This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton
this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into on the _____ day of _____, 20____, by the VILLAGE OF MORTON (the “Employer”) and the MORTON PARAMEDICS, LOCAL NO. 4952, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (the “Union”).

WHEREAS, Employer and Union desire to enter into a Side Letter Agreement to reflect certain agreed upon modifications and supplemental agreements not reflected in the collective bargaining agreement; and

WHEREAS, the parties wish to commemorate these understandings and agreements without making extensive changes to the body of their collective bargaining agreement.

NOW, THEREFORE, BE IT AGREED BY THE EMPLOYER AND UNION AS FOLLOWS:

1. This Side Letter Agreement shall be appended as a part of the parties’ collective bargaining agreement and subject to the grievance procedure set forth therein.
2. The following agreements are made about employee health insurance
 - a. Notwithstanding the provisions of Article 12 of the collective bargaining agreement, the Employer shall provide health insurance coverage in accordance with the summary of benefits and coverages attached hereto as Exhibit A. The current dental plan and the current vision plan shall remain in effect, unamended and unchanged by this Side Letter Agreement. Exhibit A reflects a PPO Plan and a High Deductible Health Plan. The Employer shall offer both the PPO and the High Deductible Health Plan to employees during the term of this Side Letter Agreement. In the event an employee elects coverage under the Employer’s High Deductible Health Plan, the Employer shall annually contribute to that employee’s HRA account an amount equal to the IRS maximum employer contribution for that calendar year in two installments. The first installment shall be paid as close to January 1 as practical and shall be in an amount equal to the \$6,400 for employees with family coverage and \$3,200 for employees with individual coverage. A second installment shall be paid by,

on or before July 1 in each calendar year, which shall be an amount equal to the difference between the IRS maximum HRA contribution level for that calendar year and the amount paid by the Employer on or about January 1. For employees who elect to participate in the Employer's PPO Health Plan, the Employer shall annually contribute to each employee's HRA account \$3,000 for employees with family health insurance coverage and \$1,000 with individual health insurance coverage. Any new employee who elects coverage under the Employer's High Deductible Health Plan shall receive their pro-rated share of the IRS maximum annual contribution. Any new hire who elects to participate in the Employer's PPO Plan shall receive a full annual HRA contribution with pro-ration or adjustment of any kind.

- b. The parties acknowledge that on renewal of the health insurance plan for the 2025 calendar year, there may be adjustments to the HDHP deductible, and there may be adjustments to the IRS maximum employer contribution into the employee's HRA. In the event the deductible for the 2025 calendar year is increased in an amount that is greater than the maximum employer contribution into the HRA account, the Village shall pay to each employee enrolled in the HDHP during the calendar year 2025 a one-time annual bonus in a gross amount equal to 50% of the difference between the HDHP deductible increase and the increase for the 2025 calendar year in the maximum HRA employer contribution. The one-time bonus shall be paid contemporaneously with the second installment paid by the Village into the employee's HRA account under paragraph 2(a) of this Agreement.
- c. Notwithstanding the provisions of Section 12.3 of the collective bargaining agreement, beginning January 1, 2024 the employees shall contribute towards the cost of health insurance the following per month:

	<u>HDHP</u>	<u>PPO</u>
Single	\$282.00	\$292.25
Employee + child	\$345.50	\$363.75
Employee + spouse	\$364.00	\$384.50

Family	\$410.00	\$436.25
--------	----------	----------

3. The parties have agreed to certain changes to the Wage Scale, which shall be implemented as follows:

- a. The Wage and Salary Schedule as set forth in Appendix B to the Collective Bargaining Agreement is hereby replaced with the scale set forth on Exhibit A attached hereto, effective January 1, 2024. No pay scale change is made by this agreement prior to January 1, 2024, and therefore no retroactive pay shall be awarded by reason of this Side Letter Agreement.
- b. Any employee who is not on Step E of the pay scale on January 1, 2024, shall move to step E on the pay scale effective January 1, 2024. This change in pay scale shall be the employees only step increase on January 1, 2024.

4. The Village agrees not to unreasonably delay pre-employment meetings between the Mayor and a candidate for employment. If the Mayor is unavailable to meet with a candidate for employment within a period of five (5) business days after completion of pre-employment screening, the Mayor shall designate a designee to meet with candidates on behalf of the Mayor, in satisfaction of the requirement imposed by the Village that candidates for employment must meet the Mayor prior to an offer for employment. Trustee Steve Leitch is designated by the Mayor as his designee. The designation of a designee may be amended from time to time by the Mayor with notice to the Fire Chief.

5. Notwithstanding any other provisions in the CBA to the contrary, the Village shall be permitted to hire individuals Paramedic Trainees under the following program parameters:

- a. To be eligible for hire, or for continued employment in the Paramedic Trainee program, all individuals must meet the following requirements:
 - i. Must hold an EMT basic license in good standing
 - ii. Must be currently enrolled in paramedic classes, OR must enroll in paramedic classes in the August immediately following hire
 - iii. Must pass paramedic national registry within first 3 attempts
 - iv. Must proceed through paramedic coursework and proceed to take paramedic examination without undue delay

- b. Individuals employed as a paramedic trainee shall be eligible for reimbursement for the cost of classes to obtain paramedic certification, including classes taken before date of hire with Village of Morton, under terms of existing Education Assistance Policy Village of Morton, except to the extent the Village Education Assistance Policy conflicts with the language of this section. Reimbursement shall be paid for all courses completed prior to hire not less than 60 days after the commencement of employment with the Village of Morton, and not later than 90 days after the commencement of employment. Reimbursement for all classes taken during employment with the Village of Morton shall be paid within 30 days of completion of all classes required to obtain paramedic certification.
- c. Individuals employed as a paramedic trainee shall have a 1-year probationary period of employment while employed as a paramedic trainee. If the candidate obtains paramedic license, the employee will become a Village of Morton paramedic employee, but would have a new 1 year probationary period as a paramedic employee, in accordance with provisions of the existing Collective Bargaining Agreement.
- d. Pay scale for paramedic trainees shall be as follows:
 - i. First calendar year of employment - \$55,390
 - ii. Duration of employment as paramedic trainee after first calendar year of employment - \$57,140
- e. If an individual ceases to meet the eligibility criteria set forth in paragraph (a) of this Section, the individual's employment with the Village of Morton shall be terminated by the Village of Morton.

6. The Village shall be permitted to hire certified PHRN in a paramedic position.

7. The terms of this side letter agreement shall become effective upon execution and shall run concurrently with the terms of the existing Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____
day of _____, 2023.

VILLAGE OF MORTON

MORTON PARAMEDICS,
LOCAL NO. 4952

By _____
Jeffrey L. Kaufman, Village President

President

ATTEST:

Village Clerk

Treasurer

Paramedic

Year	A	B	C	D	E	F	G	H	I	J	MAX
2021	\$53,078	\$54,670	\$56,310	\$58,000	\$59,740	\$61,352	\$63,378	\$65,279	\$67,238	\$69,255	\$71,332
2022	\$54,272	\$55,900	\$57,577	\$59,304	\$61,084	\$62,916	\$64,804	\$66,748	\$68,750	\$70,813	\$72,937
2023	-----	-----	-----	-----	\$62,458	\$64,332	\$66,262	\$68,249	\$70,297	\$72,406	\$74,578
2024	-----	-----	-----	-----	\$66,504	\$68,420	\$70,393	\$72,426	\$74,519	\$76,675	\$78,897
2025	-----	-----	-----	-----	\$67,941	\$69,900	\$71,918	\$73,996	\$76,137	\$78,342	\$80,613

Paramedic Supervisor

Year	A	B	C	D	E	F	G	H	I	J	MAX
2021	\$56,263	\$57,951	\$59,689	\$61,480	\$63,324	\$65,224	\$67,181	\$69,196	\$71,272	\$73,410	\$75,612
2022	\$57,528	\$59,254	\$61,032	\$62,863	\$64,749	\$66,691	\$68,692	\$70,753	\$72,875	\$75,061	\$77,313
2023	-----	-----	-----	-----	\$66,205	\$68,191	\$70,237	\$72,344	\$74,515	\$76,750	\$79,053
2024	-----	-----	-----	-----	\$70,335	\$72,366	\$74,458	\$76,613	\$78,832	\$81,118	\$83,472
2025	-----	-----	-----	-----	\$71,859	\$73,936	\$76,074	\$78,277	\$80,547	\$82,884	\$85,291

For all Paramedics hired before the effective date of this side letter agreement, the above salary schedule is based on a calendar year. Employees will move up one step, if not at the "Max," on January 1 of each year.

For all paramedics hired on or after the effective date of this side letter agreement, the above salary schedule is based on a "work year," meaning that an employee will move up one step on the pay scale on the anniversary of their date of hire, until such time as the employee has reached the maximum step on the pay scale. Once an employee has reached the maximum step on the pay scale, wage increases shall occur on January 1.

Steps A through D are eliminated from the pay scale. All starting paramedics hired after the effective date of this Side Letter Agreement shall begin at step E on the pay scale.

RESOLUTION NO. 19-24

**RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT
BETWEEN THE VILLAGE OF MORTON AND THE POLICE BENEVOLENT LABOR
COMMITTEE REGARDING HEALTH INSURANCE**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

WHEREAS, the Board of Trustees deems it to be in the best interests of the Village to enter into a side letter agreement with the Police Benevolent Labor Committee for the Police bargaining unit.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

Section One: The President and the Village Clerk of the Village of Morton are hereby authorized to execute the side letter agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

Section Two: This Resolution shall be in full force and effect upon its passage and approval as required by law

Section Three: This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton
this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into on the _____ day of _____, 20____, by the VILLAGE OF MORTON (the “Employer”) and the POLICE BENEVOLENT LABOR COMMITTEE (the “Union”).

WHEREAS, Employer and Union desire to enter into a Side Letter Agreement to reflect certain agreed upon modifications and supplemental agreements not reflected in the collective bargaining agreement; and

WHEREAS, the parties wish to commemorate these understandings and agreements without making extensive changes to the body of their collective bargaining agreement.

NOW, THEREFORE, BE IT AGREED BY THE EMPLOYER AND UNION AS FOLLOWS:

1. This Side Letter Agreement shall be appended as a part of the parties’ collective bargaining agreement and subject to the grievance procedure set forth therein.

2. Notwithstanding the provisions of Article 25 of the collective bargaining agreement, for the limited time of January 1, 2023 through December 31, 2024, the Employer shall provide health insurance coverage in accordance with the summary of benefits and coverages attached hereto as Exhibit A. The current dental plan and the current vision plan shall remain in effect, unamended and unchanged by this Side Letter Agreement. Exhibit A reflects a PPO Plan and a High Deductible Health Plan. The Employer shall offer both the PPO and the High Deductible Health Plan to employees during the term of this Side Letter Agreement. In the event an employee elects coverage under the Employer’s High Deductible Health Plan, the Employer shall annually contribute to that employee’s HSA account an amount equal to the IRS maximum employer contribution for that calendar year in two installments. The first installment shall be paid as close to January 1 as practical and shall be in an amount equal to the \$5,600 for employees with family coverage and \$2,800 for employees with individual coverage. A second installment shall be paid by, on or before July 1 in each calendar year, which shall be an amount equal to the difference between the IRS maximum HSA contribution level for that calendar year and the amount paid by the Employer on or about January 1. For employees who elect to participate in the Employer’s PPO Health Plan, the Employer shall annually contribute to each employee’s HRA

account \$3,000 for employees with family health insurance coverage and \$1,000 with individual health insurance coverage. Any new employee who elects coverage under the Employer's High Deductible Health Plan shall receive their pro-rated share of the IRS maximum annual contribution. Any new hire who elects to participate in the Employer's PPO Plan shall receive a full annual HRA contribution with pro-ration or adjustment of any kind.

3. Notwithstanding the provisions of Article 25 of the collective bargaining agreement, the employees shall contribute towards the cost of health insurance the following:

	<u>HDHP</u>	<u>PPO</u>
Single	\$60.00	\$67.50
Employee + child	\$100.00	\$112.50
Employee + spouse	\$120.00	\$135.00
Family	\$140.00	\$157.50

4. The provisions of paragraphs 2 and 3 of this Side Letter Agreement shall expire at 11:59 p.m. on December 31, 2024. Thereafter the Employer shall remain bound and obligated by the provisions of the collective bargaining agreement, including the Employer's obligation to provide insurance at the levels which existed when the collective bargaining agreement was approved and including the employee contributions for health insurance as set forth in the collective bargaining agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____ day of _____, 2023.

VILLAGE OF MORTON

POLICE BENEVOLENT LABOR
COMMITTEE

By _____
Jeffrey L. Kaufman, Village President

By: _____
President

ATTEST:

ATTEST:

Village Clerk

Secretary

Chief of Police

RESOLUTION NO. 20-24

**RESOLUTION AUTHORIZING AGREEMENT WITH
R&R SERVICES OF ILLINOIS, INC. FOR LANDSCAPE WASTE PROGRAM**

WHEREAS, the Village of Morton operates a landscape waste disposal program; and

WHEREAS, the Village of Morton has contracted with R&R Services of Illinois, Inc. to provide certain services for the landscape waste disposal program including on-site grinding of landscape waste into mulch, and hauling mulch offsite; and

WHEREAS, the current agreement with R&R Services of Illinois, Inc. ran through the end of the 2023 landscape waste disposal program; and

WHEREAS, the Director of Public Works has recommended the Village enter into a new agreement with R&R Services of Illinois, Inc. for the 2024 and 2025 landscape waste disposal program.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. The recitals set forth in the preamble to this Resolution are hereby found to be true and correct and are incorporated herein by reference.
2. The Director of Public Works is hereby authorized and directed to execute the agreement with R&R Services of Illinois, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this ___ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2023.

President

ATTEST:

Village Clerk

R&R Services of Illinois, Inc.
P.O. Box 319
Argenta, IL 62501
Ph. 217.424.2602

Village of Morton
120 N. Main St.
Morton, IL 61550-0028

December 4, 2023

Todd,

Thank you for the opportunity to work with your community last season. Please note that we have included the option to lock in pricing for both the 2024 and 2025 seasons. We are pleased to submit the following quote for your consideration.

2024/2025 Landscape Waste Project @ Sewage Treatment Plant

R&R Services Responsibility: Grind Wood Waste Onsite Into Mulch
Haul Mulch Offsite Via Trucks
All Fuel, Maintenance, and Repairs
(R&R Services Owned or Leased Equipment)
All Equipment Mobilization Costs
Provide Current Certificate of Insurance

Customer Responsibility: Provide (1) Wheel Loader During Project
All Fuel, Maintenance, and Repairs
(Customer Owned or Leased Equipment)
Provide (1) Operator During Project
Payment Due Net 30 Days

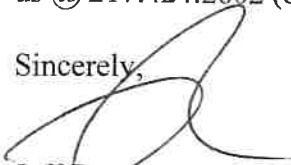
Project Notes:

1. R&R Services Will Mobilize Equipment and Labor a Maximum of (1) Time @ Customer's Request for Spring Project.
2. R&R Services Will Mobilize Equipment and Labor a Maximum of (1) Time @ Customer's Request for Fall Project.
3. Customer Must Maintain 300' Safety Zone During Grinding.
4. Customer Must Maintain Adequate Truck Access Onsite.
5. No Street Sweeping Shall Be Allowed at Any Time.

	<u>2024</u>	<u>2025</u>
Spring Project Pricing	\$11,900.57	\$11,900.57
Fall Project Pricing	<u>\$30,851.83</u>	<u>\$30,851.83</u>
Contract Price Per Year	\$42,752.40	\$42,752.40

If you should have any questions in regards to this quote, please do not hesitate to contact us @ 217.424.2602 (office).

Sincerely,



Jeff Rose
R&R Services of Illinois, Inc.
President

Customer Acceptance:

R&R Services Acceptance:

Signature/Title

Signature/Title

Printed Name

Printed Name

Date

Date

Please Email Proposal and Signed Acceptance to:
rrservicesofil@gmail.com

RESOLUTION NO. 21-24

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF TAZEVELL AND THE VILLAGE OF MORTON
FOR DIGITAL ORTHOPHOTOGRAPHY**

WHEREAS, the Director of Public Works has recommended the Village of Morton enter into an Intergovernmental Agreement, attached hereto as Exhibit A, which provides for the participation by the Village of Morton in digital orthophotography of the Village of Morton, with the Village of Morton to pay the pro-rata costs for such photography; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the recitations set forth in the preamble to this resolution are found to be true and correct, and the same are incorporated herein by reference.
2. That the Intergovernmental Agreement between the County of Tazewell, and the Village of Morton (the "Agreement") in the form attached to this Resolution is approved.
3. That the Village President and Village Clerk are authorized and directed to execute the Agreement

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING

APPROVED this _____ day of _____, 2023

President

ATTEST:

Village Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE VILLAGE OF MORTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter “County”, is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the Village of Morton, Illinois, hereafter “Village”, is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the Village and County mutually desire to upgrade digital orthophotography; and

WHEREAS, the County previously entered into a two project agreement with Pictometry, the second aerial flight to be completed in 2023 to include all previously received deliverables; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the Village to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the digital orthophotography to include a buy up for additional services and deliverables in the total amount of \$176,241.00; and

WHEREAS, the Village has agreed to partner with the County in the orthophotography acquisition project and share in the reduced costs; and

WHEREAS, of the \$176,120.50 the Village has agreed to contribute their share of the cost totaling \$14,000.00 to be paid to the County upon project completion and at the time of delivery.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the Village of Morton, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the Village shall reimburse the County for the Village’s pro-rata share of the digital orthophotography based upon 6,044 on improved parcels in the amount of \$14,000.00 to be paid upon project completion and at the time of delivery.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this _____ day of _____, 2019, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present _____

COUNTY OF TAZEWell, ILLINOIS

David Zimmerman, Chairman

ATTEST:

County Clerk
Tazewell County

THIS AGREEMENT approved by the Council of the Village of Morton, Illinois at their regularly scheduled council meeting on this _____ day of _____, 2023, with

Ayes, _____ Nays, _____ Absent, _____ Abstain, _____ Present

VILLAGE OF MORTON ILLINOIS

Village President

ATTEST:

Village Clerk
Village of Morton