# RESOLUTION 2024-83R

## RESOLUTION RATIFYING A REVISED CONTRACTUAL AGREEMENT WITH FLOCK GROUP INC. FOR THE LICENSE PLATE READER PROGRAM IN THE TOTAL AMOUNT $177,500 FOR A TERM OF FIVE (5) YEARS (2024-2029), AS OUTLINED IN THE CAPITAL IMPROVEMENT PLAN AND FOR THE PURCHASE OF FLOCK CAMERAS THROUGH A GENERAL ASSEMBLY APPROPRIATION BILL FROM THE ILDCEO GRANT (22 MONTHS) IN THE AMOUNT OF $49,266.68

**Dated: This 25th day of June, 2024**

**Published in Pamphlet Form by Authority**
**of the**
**President and Board of Trustees**
**Village of Niles**

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**WHEREAS**, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

**WHEREAS,** Flock Group Inc. has been integral to the Village of Niles public safety infrastructure for several years; and

**WHEREAS**, the program utilizes license plate readers (LPRs) to enhance law enforcement capabilities and improve public safety; and

**WHEREAS**, the revised contract, presented for ratification, reflects the extended agreement by two years, now concluding in 2029 instead of the original end date of 2027; and

**WHEREAS**, this extension provides long-term stability and secures cost savings by locking in the current pricing structure for an additional two years; and

**WHEREAS**, the total amount of the contract has been adjusted to $177,500 ($35,500/year) for (5) five years, reflecting changes in scope and additional equipment requirements for a total of 13 cameras and advanced search; and

**WHEREAS**, the Niles Police Department was awarded a $50,000 ILDCEO grant to enhance safety measures in the Village of Niles; and

**WHEREAS**, this grant functions as a reimbursement and will allow NPD to enter into a 22-month contract with Flock Safety for a combination of Automatic License Plate Recognition (ALPR) cameras and handheld zoom cameras; and

**WHEREAS,** the Corporate Authorities of the Village of Niles have found that entering into the Contractual Agreement with Flock Group Inc. for the License Plate Reader Program in

the total amount $177,500 for a term of five (5) Years (2024-2029), as outlined in the Capital Improvement Plan and for the purchase of Flock cameras through a General Assembly Appropriation Bill from the ILDCEO Grant (22 months) in the Amount of $49,266.68, is in the best interest of the Village of Niles.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the following:

**SECTION 1:** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

**SECTION 2:** The Contract between the Village and Flock Group Inc. is attached to this Resolution as Exhibit "A".

**SECTION 3:** The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by Flock Group Inc.

**SECTION 4:** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

| | |
|---|---|
| **PASSED:** | This 25th day of June 2024 |
| **YEAS:** | **5** Alpogianis, Jekot, Matyas, Niedermaier, Warda |
| **NAYS:** | **0** |
| **ABSENT:** | **1** Dubiel, Strzelecki |
| **ABSTAIN:** | **0** |

**APPROVED** by me this 25th day of June 2024.

President of the Village of Niles
Cook County, Illinois

**ATTESTED AND FILED** in my office this 25th day of June, 2024, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

flock safety

# ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"** ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the **"Effective Date"**)

| | | | |
|---|---|---|---|
| Customer: | IL - Niles PD | Initial Term: | 22 Months |
| Legal Entity Name: | IL - Niles PD | Renewal Term: | 24 Months |
| Accounts Payable Email: | mdb@vniles.com | Payment Terms: | Net 30 |
| Address: | 7000 W Touhy Ave Niles, Illinois 60714 | Billing Frequency: | Total Contract Billed at Signing |
| | | Retention Period: | 30 Days |

## Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **Flock Safety Platform** | | | **$24,000.00** |
| **Flock Safety LPR Products** | | | |
| Flock Safety Falcon ® | Included | 4 | Included |
| **Flock Safety Video Products** | | | |
| Flock Safety Condor ™ PTZ w/ LTE Service | Included | 4 | Included |
| **Flock Safety Professional Services** | | | |
| Professional Services - Subscription - Electrical Implementation | Included | 4 | Included |

## Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **One Time Fees** | | | |
| **Flock Safety Professional Services** | | | |
| Professional Services - Standard Implementation Fee | $650.00 | 2 | $1,300.00 |
| Professional Services - Existing Infrastructure Implementation Fee | $150.00 | 2 | $300.00 |
| | | **Estimated Tax:** | $0.00 |
| | | **Contract Total:** | $49,266.68 |

*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.*

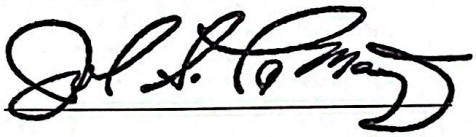
# Billing Schedule

| Billing Schedule | Amount (USD) |
|---|---|
| **Total Contract Due at Signing** | $49,266.68 |

*Tax not included

**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 previously executed agreement.**

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

| **FLOCK GROUP, INC.** | | **Customer: IL - Niles PD** | |
|---|---|---|---|
| By: | _____ | By: |  |
| Name: | _____ | Name: | Joseph La Margo |
| Title: | _____ | Title: | Village Manager |
| Date: | _____ | Date: | 06/28/2024 |
| | | PO Number: | _____ |