



**AGENDA**  
**Finance Committee**  
**Special Meeting**  
**Village Hall**  
**1900 Hassell Road, Hoffman Estates, IL 60169**

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**September 3, 2024**

**Council Chambers**

**7:00 PM**

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**1. CALL TO ORDER/ROLL CALL**

**2. PUBLIC COMMENT**

**3. NEW BUSINESS**

- A. Approval of a Second Amendment to a License Agreement with ATC Indoor DAS LLC for a neutral host cellular antenna system at the NOW Arena.
- B. Authorization to waive formal bidding and award a two (2) year service agreement to Flock Group, Inc, Atlanta, Georgia, in an amount not to exceed \$82,350.00.

**4. ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at [www.hoffmanestates.org](http://www.hoffmanestates.org) and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



## AGENDA ITEM REPORT

Finance Committee  
September 3, 2024  
ITEM 3A

**REQUEST:** Approval of a Second Amendment to a License Agreement with ATC Indoor DAS LLC for a neutral host cellular antenna system at the NOW Arena.

**FROM:** Dan O'Malley, Deputy Village Manager  
Ben Gibbs, General Manager - NOW Arena

**ITEM TYPE:** Agreement - Committee

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### REQUEST SUMMARY

In 2012, a license agreement was originally approved with ATC to allow the installation of neutral host equipment at the NOW Arena that provided ATC to pay a monthly license fee for any telecommunication provider leased to use the DAS system. ATC installed the equipment and currently has one cellular carrier (AT&T) leased and using the system. In 2020, the first amendment to the agreement was approved which permitted the Village the use of a port (conduit) of their system and extended the term an additional five years.

ATC has proposed a reduced license fee for all new carriers (collocates) from the license fee schedule established in Exhibit D of the agreement. They are attempting to sign new cellular carriers to the DAS system, but stated that they cannot make the finances work with the existing fee schedule due to the lower lease rates of the current industry market. They state that the current lease rates are significantly lower than those from 2012 when the original agreement was signed. Due to that, ATC proposes that any new carrier lease added be subject to a revised license fee schedule in which the Village receives 25% of the actual lease amount of the next collocate and 35% for all subsequent collocate leases. The amendment also extends the term an additional five years to accommodate new carrier lease terms which are typically ten years and changes the fee payment date from the first of the month to the fifteenth to accommodate the timing of the billing of the carriers and payment to the Village.

Adding more cellular carriers is a benefit to the arena as more patrons would have access to phone and data service within the arena while attending events. If the amendment is approved, the Village would receive less revenue from new leases (25% and 35% of each new lease) versus the existing fee schedule. However, if ATC cannot sign new leases, the Village receives no additional revenue and no new cellular carriers are added to the DAS system.

Legal and IT have reviewed the proposed second amendment and made revisions which have been incorporated into this document, which is attached for review.

**FINANCIAL IMPACT**

The Village will continue to receive the existing lease fee payment for the original collocate pursuant to the agreement. If additional collocates are added to the system, they would be subject to the reduced license fee per the amendment.

**RECOMMENDATION**

Recommend approval of a Second Amendment to a License Agreement with ATC Indoor DAS LLC for a neutral host cellular antenna system at the NOW Arena.

**ATTACHMENTS**

1. ATC Agreement - 2nd Amendment

## SECOND AMENDMENT TO IN-BUILDING NEUTRAL HOST LICENSE AGREEMENT

THIS SECOND AMENDMENT TO NEUTRAL HOST LICENSE AGREEMENT (“*Second Amendment*”) is entered into effective as of the date of last signature below by and between Village of Hoffman Estates, a municipal corporation located in Cook County, Illinois (“*Licensor*”) and ATC Indoor DAS LLC, a Delaware limited liability company (“*Licensee*”) (each individually “*Party*” and collectively the “*Parties*”).

### RECITALS

**WHEREAS**, Licensor and Licensee are parties to that certain In-Building Neutral Host License Agreement dated October 15, 2012, as amended by that certain First Amendment to In-Building Neutral Host License Agreement dated May 5, 2020 (collectively, “*License*”), pursuant to which, among other things, Licensor granted to Licensee the right to install, operate and maintain a multi-carrier in-building system at NOW Arena (formally known as Sears Centre Arena);

**WHEREAS**, Licensor and Licensee desire to extend the term, and otherwise amend the provisions of the License, all on the terms and conditions contained in this Second Amendment.

**NOW, THEREFORE**, in consideration of the foregoing premises, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Expiration Date.** Section 1(k) of the License is deleted in its entirety and replaced with the following:

“(k) **Expiration Date:** At 11:59 p.m. on the last day of the calendar month in which the twenty-sixth (26<sup>th</sup>) anniversary of the Commencement Date occurs.”

2. **Reduced License Fee.** Concurrently with the execution of this Second Amendment, the Parties are executing an Amendment to Exhibit D in accordance with Section 5(a). Notwithstanding anything to the contrary in the License, the License Fee, including the Reduced License Fee, shall be payable by the fifteenth day of each calendar month, in advance, when due, without demand, offset, abatement, diminution or reduction.

3. **Recitals.** The recitals set forth above are hereby incorporated in and made a part of this Second Amendment.

4. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which together shall constitute one and the same document.

6. **Electronically Reproduced Counterparts.** The Parties agree that (i) a digital or electronic signature on this Second Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Second Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of

Second Amendment to In-Building  
Neutral Host License Agreement  
ATC Site #347198

this Second Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Second Amendment first be proven.

7. **Continued Effect/Merger.** Except as specifically modified by this Second Amendment, all of the terms and conditions of the License shall remain in full force and effect and are hereby ratified and confirmed. The covenants, agreements, terms, provisions and conditions contained in this Second Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The terms and provisions of the License are hereby incorporated by reference as if fully set forth herein to the extent not inconsistent with the terms of this Second Amendment. In the event of a conflict between any term or provision of the License and this Second Amendment, the terms and provisions of this Second Amendment shall control. Except as otherwise defined in this Second Amendment, all initially capitalized terms will have the same respective defined meaning stated in the License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

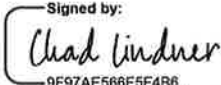
8. **Authority.** Each Party hereto represents and warrants to the other that all necessary authorizations required for the execution and performance of this Second Amendment have been given and that the undersigned officer of a Party is duly authorized to execute this Second Amendment and bind the Party for which it signs.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to In-Building Neutral Host License Agreement to be duly executed and effective as of the later of the two signature dates below.

[signatures on following page]

Second Amendment to In-Building  
Neutral Host License Agreement  
ATC Site #347198

**Licensee:**  
ATC Indoor DAS LLC

By:  Signed by:  
Chad Lindner  
9E97AE568E5E4B6

Name: Chad Lindner

Title: VP, Legal

Date: August 19, 2024

**Licensor:**  
Village of Hoffman Estates

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Second Amendment to In-Building  
Neutral Host License Agreement  
ATC Site #347198

## AMENDMENT TO EXHIBIT D

This Amendment to Exhibit D (*Exhibit D Amendment*) is entered into effective as of the date of last signature below ("*Exhibit D Amendment Effective Date*") by and between Village of Hoffman Estates, a municipal corporation located in Cook County, Illinois ("*Licensor*") and ATC Indoor DAS LLC, a Delaware limited liability company ("*Licensee*") (each individually "*Party*" and collectively the "*Parties*").

### RECITALS

**WHEREAS**, Licensor and Licensee are parties to that certain In-Building Neutral Host License Agreement dated October 15, 2012, as amended by that certain First Amendment to In-Building Neutral Host License Agreement dated May 5, 2020 (collectively, "*License*"), pursuant to which, among other things, Licensor granted to Licensee the right to install, operate and maintain a multi-carrier in-building system at NOW Arena (formally known as Sears Centre Arena);

**WHEREAS**, Licensor and Licensee desire to amend Exhibit D to reflect an agreed upon Reduced License Fee pursuant to Section 5(a) of the License.

**NOW, THEREFORE**, in consideration of the foregoing premises, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**EXHIBIT D.** Exhibit D shall remain in its entirety and the following language shall be added immediately following the sentence starting with "License Fee increases annually":

As of the Exhibit D Amendment Effective Date, Licensee has entered into a collocation with New Cingular Wireless PCS, LCC ("*AT&T Collocation Agreement*"). The portion of the License Fee specific to the AT&T Collocation Agreement shall be defined as the AT&T License Fee. If the AT&T Collocation Agreement terminates or expires, Licensee's obligation to pay Licensor the AT&T License Fee shall terminate concurrently with the AT&T Collocation Agreement.

With respect to all Permitted TC Providers subsequent to AT&T, Licensee shall remit to Licensor a Reduced License Fee based upon payments made to Licensee by the Permitted TC Provider pursuant to the respective Collocation Agreement according to the following percentages ("*Reduced License Fees*");

<b>Order of Collocation Agreements subsequent to AT&amp;T Collocation Agreement</b>	<b>Percentage of License Fees due to Licensor</b>
1 <sup>st</sup> Collocation Agreement	25%, increasing to 35% on the 10 <sup>th</sup> anniversary of the Percentage Licensee Fee Commencement Date
2 <sup>nd</sup> and subsequent Collocation Agreements	35%

For purposes of calculating the Reduced License Fees, the order of Collocation Agreements will be based on the date of execution and will be adjusted in the event of expiration or termination of a Collocation Agreement. Excluding AT&T, Licensee will provide a written statement of the Aggregate License Fees billed in the previous calendar month with each payment. *“Aggregate License Fees”* shall mean all recurring license fees due to Licensee from any Permitted TC Provider exclusive of the AT&T Collocation Agreement, but excluding: any reimbursements or pass-throughs from Permitted TC Provider to Licensee for charges such as utilities and taxes; capital contributions from Permitted TC Provider to reimburse Licensee for the installation or modification of the Equipment; and any commissioning, reconfiguration, or other fees associated with site visits, design work, reconfigurations, or connection of Permitted TC Provider components to the Equipment. Licensee shall, within sixty (60) days following a written request from Licensor, provide a list of the then-current Permitted TC Providers at the Licensed Premises and the monthly amount billed to each Permitted TC Provider, excluding AT&T.


*“Licensee Fee”* shall mean the sum of the Reduced License Fees and AT&T License Fee.

IN WITNESS WHEREOF, the Parties have caused this Amendment to Exhibit D of In-Building Neutral Host License Agreement to be duly executed and effective as of the later of the two signature dates below.

[signatures on following page]

Second Amendment to In-Building  
Neutral Host License Agreement  
ATC Site #347198

**Licensee:**  
ATC Indoor DAS LLC

By:  Signed by:  
Chad Lindner  
9F97AE568E5F4B6  
Name: Chad Lindner  
Title: VP, Legal  
Date: August 19, 2024

**Licensor:**  
Village of Hoffman Estates

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Second Amendment to In-Building  
Neutral Host License Agreement  
ATC Site #347198



## AGENDA ITEM REPORT

Finance Committee  
September 3, 2024  
ITEM 3B

**REQUEST:** Authorization to waive formal bidding and award a two (2) year service agreement to Flock Group, Inc, Atlanta, Georgia, in an amount not to exceed \$82,350.00.

**FROM:** Kasia Cawley, Police Chief

**ITEM TYPE:** Contract - Committee

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### REQUEST SUMMARY

The Hoffman Estates Police Department first began utilizing license plate recognition (LPR) in 2022 by adding Axon Fleet 3 in-car cameras with integrated LPR technology in all police department patrol vehicles. The police department seeks to further expand this program by utilizing fixed pole mounted LPR cameras placed near high-traffic volume roadways to capture objective vehicle data needed to solve and prevent crime. The Police Department seeks to expand its use of LPR cameras with the addition of ten (10) fixed pole mounted cameras. These cameras will be placed along heavily traveled roadways near entry points into the Village to assist law enforcement with real-time identification of flagged vehicles involved in crimes, from stolen vehicles and retail thefts to amber alert. Flock Safety, Inc. and Motorola Solutions are the industry leaders for pole mounted LPR camera technology and both vendors were asked to provide equipment recommendations and pricing for this project.

Flock Safety not only integrates with our current Axon in-car camera infrastructure, it is also used by numerous surrounding northwest suburban communities. Data collected can be shared in real-time among all the departments for investigative collaboration. Flock maintains the data collected on their servers and provides all the maintenance and support required. Information technology and police department stakeholders visited several police departments who utilize both Flock and Motorola Solution products. Agencies provided positive feedback on the Flock System's implementation, performance, and maintenance. Placing these fixed pole mounted cameras throughout our community will be the first step in building a real-time information center hosted by the police department. Flock Safety can start implementation of the fixed pole LPR camera system within the next five (5) weeks.

### FINANCIAL IMPACT

Flock Safety maintains ownership of the cameras and provides a two (2) year service contract. Year one (1) payment of \$43,350.00 includes an installation fee and year two (2) payment of \$39,000.00. This pricing includes all necessary permits, equipment and servicing.

### RECOMMENDATION

Authorization to waive formal bidding and award a two (2) year contract for the Hoffman Estates Police Fixed Pole Mounted LPR Camera Program to Flock Group Inc., Atlanta, Georgia in an amount not to exceed \$82,350.00.

**ATTACHMENTS**

- 1. Flock Safety - Law Enforcement Agreement
- 2. Motorola - LPR Proposal and Scope
- 3. MSA - IL - Hoffman Estates - Flock Safety
- 4. Flock Camera Locations
- 5. Flock Camera Locations Chicagoland

**Flock Safety + IL - Hoffman Estates PD**

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

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MAIN CONTACT:  
Dan Murdock  
dan.murdock@flocksafety.com  
3124153858



**EXHIBIT A  
ORDER FORM**

Customer: IL - Hoffman Estates PD  
 Legal Entity Name: IL - Hoffman Estates PD  
 Accounts Payable Email: james.thomas@vohe.org  
 Address: 411 W Higgins Rd Hoffman Estates, Illinois  
 60169

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

**Hardware and Software Products**  
 Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$39,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	7	Included
Solar Falcon ® LR	Included	3	Included
<b>Flock Safety Video Products</b>			
Solar Power Boost	Included	3	Included
<b>Flock Safety Professional Services</b>			
Professional Services - Subscription - MASH Tested Pole Implementation - Non-Coastal Region	Included	3	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Solar Implementation Fee	\$750.00	3	\$2,250.00

<b>Subtotal Year 1:</b>	\$43,350.00
<b>Annual Recurring Subtotal:</b>	\$39,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$82,350.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*



## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At First Camera Validation	\$43,350.00
<b>Annual Recurring after Year 1</b>	\$39,000.00
<b>Contract Total</b>	\$82,350.00

\*Tax not included

## 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

FlockOS Features	Description
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**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 - Hoffman Estates PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



# **MOTOROLA SOLUTIONS**

L5F Design Document – Rev A

**Project Plan Scoping Document for:**  
Hoffman Estates

**Project Type:**  
Fixed LPR

**Date:**  
11/16/2023

**Location:**  
Hoffman Estates, Illinois

**Project Scoping Provided by:**  
Jonathan Blair, Sales Solutions Engineer

**Motorola Solutions Points of Contact**  
Jonathan Blair, Sales Solutions Engineer, 865-257-1337, [Jonathan.Blair1@motorolasolutions.com](mailto:Jonathan.Blair1@motorolasolutions.com)

## Opening Notes

- The pictures depicted in this document are intended to represent the suggested camera location for the Motorola Solutions fixed LPR equipment.
- The illustrations below were created to show approximate equipment installation locations in order to provide optimal coverage and product efficiency.
- An additional site walk may be required prior to installation in order to confirm final camera placement. In addition to project approval; final camera placement will also be contingent on camera viewing specs, power sourcing availability, new/existing infrastructure availability and attachment approval.
- For questions regarding hardware and software compliance and setup, please contact the Sales Engineer at the contact listed above.
- Please note that when covering two lanes of traffic with a single camera, obstruction from larger vehicles may occur.

## L5F General Equipment Notes

- All power provided for the LPR Motorola VLP Communications Boxes should be terminated on a dedicated 15-20 amp Circuit Breaker.
- All Motorola LPR equipment shall be connected to its own dedicated electrical circuit. Motorola LPR equipment must not be connected to the same electrical circuit as existing traffic signals, safety message boards, cross walk signals, or any other public safety equipment or devices.
- All Power supplied to Motorola VLP Communications Boxes MUST be at least 120V. Any power source greater than 120volts will require a step-down transformer to properly supply power to the VLP Comms Box, which shall be supplied by the installation contractor unless otherwise noted within this document.
- Installation contractors will be responsible for determining the needs to convert power supply points to the proper voltage required to operate Motorola equipment.
- All Motorola LPR cameras run exclusively off POE. All POE cables MUST be terminated into the designated VLP Comms Box.
- All CAT6 cable runs SHALL NOT exceed 100 meters in length from the VLP Comms Box to the camera, without a POE switch to account for additional lengths.
- Motorola VLP Comms Boxes to support up to 6 LPR cameras. More than 6 cameras in a location will require additional VLP Comms Box.
- Customer to work with installation contractor and Motorola Solutions on coordinating site personnel for approval as it pertains to power sourcing and LPR camera attachment points for ALL Motorola LPR equipment.
- The approved Installation contractor will be responsible for coordinating ALL site utility locates, which MUST be performed prior to any construction.
- Customer is responsible for purchasing ALL additional hardware outside of what is included with the Motorola purchased cameras and VLP Comms Box as it pertains to mounting and installation.
- New poles and arms for LPR camera attachment to be purchased by customer and/or contractor and installed by the contractor.



# Site Legend

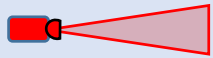
# Complete Project BOM



VLP Comms Box



L5F Camera



LPR Camera Field of View

## Equipment Key

C#

Camera Number (per site)

VLP#

VLP Comms Box Number (per site)

PS#

Power Source Number (per site)

NP#

New Pole Number (per site)

### Equipment Type

### Part Number

### Quantity

VLP Comms Box

BCAV1F2-C600

8

25mm L5F Camera

VSF-025-L5F

7

35mm L5F Camera

VSF-035-L5F

1

50mm L5F Camera

VSF-050-L5F

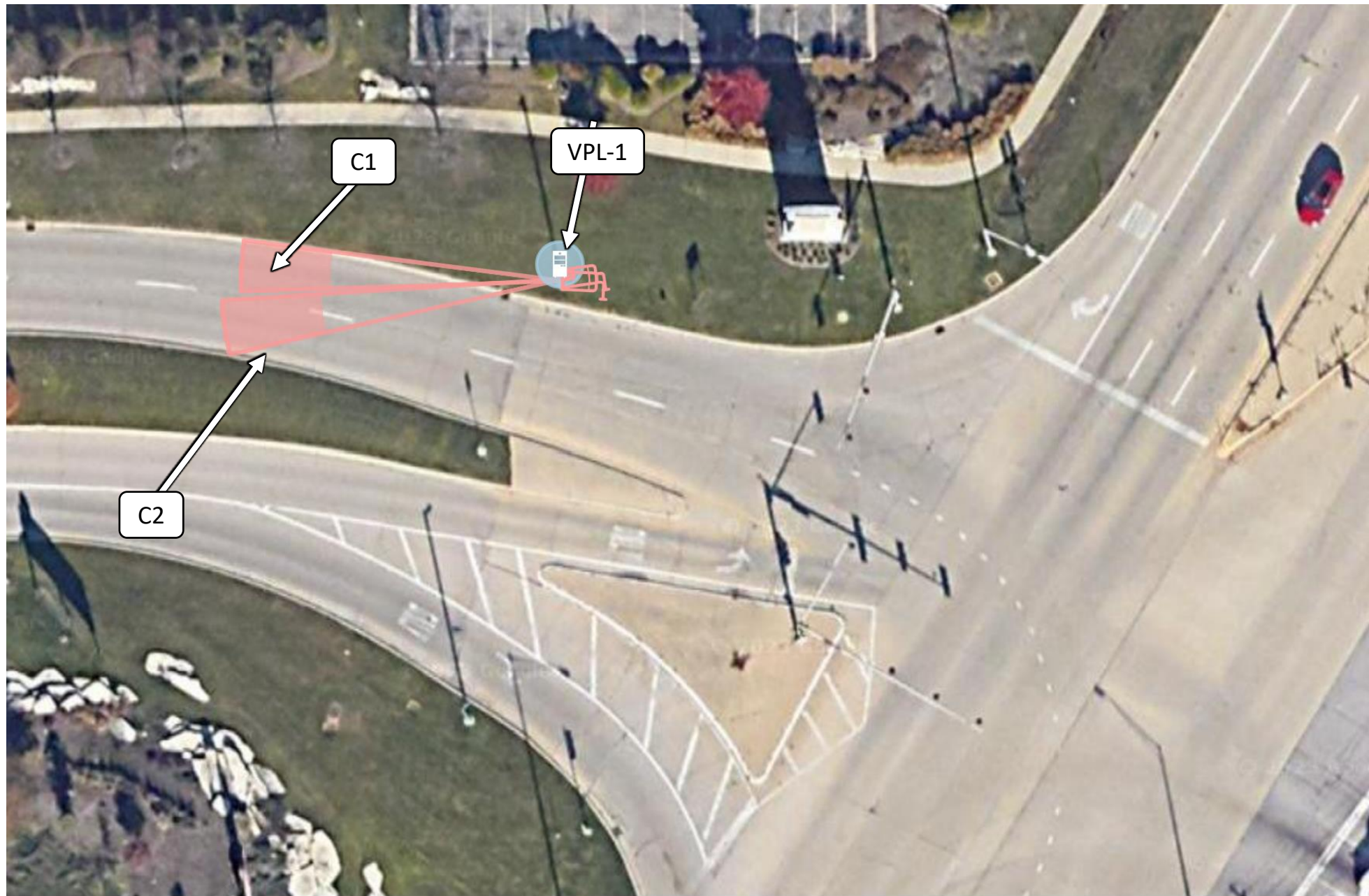
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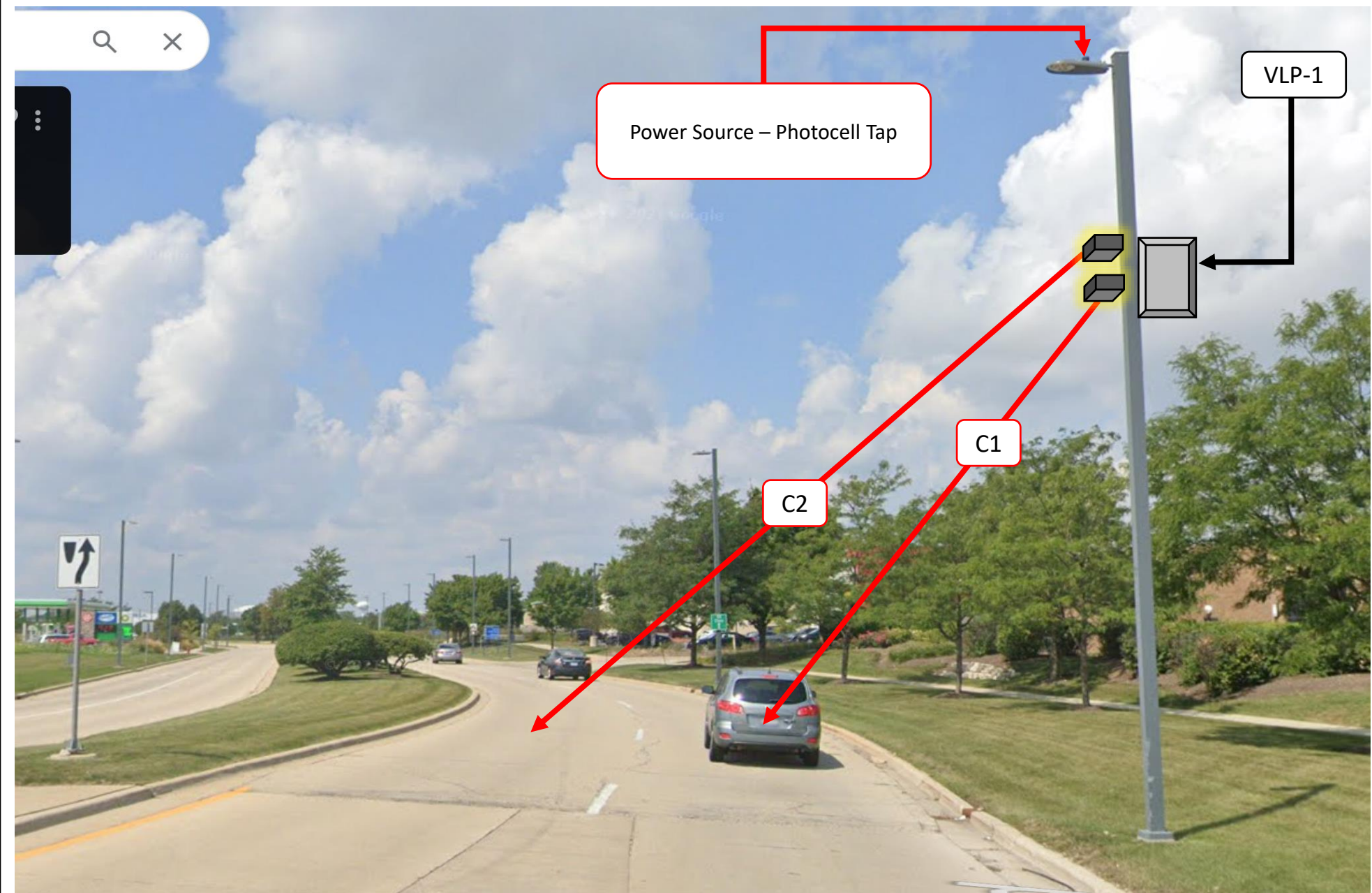
L5F Camera Cable

*\*Source PN for Specific Cable Length*

Standard 60ft cables ship with each L5F camera

Equipment Type	Quantity
VLP Comms Box	1
25mm L5F Camera	2
Uni-Pole Single Camera Bracket	2
Pole Power Tap Kit	1





**SITE POWER**

- Power to be sourced at photocell socketted located on top of streetlight fixture.
- Power tap wires shall extend down pole and connect to VLP Comms Box.

**VLP COMMS BOX**

- VLP1 to be mounted on street light pole at GPS location 42.069621, -88.191808

**CAMERAS**

- C1 – 25mm, aimed to capture lane 1.
- C2 – 25mm, aimed to capture lane 2.

**CONNECTIVITY**

- Cellular SIM card to be used for connectivity.
- Customer responsible for providing activated SIM card for installation.

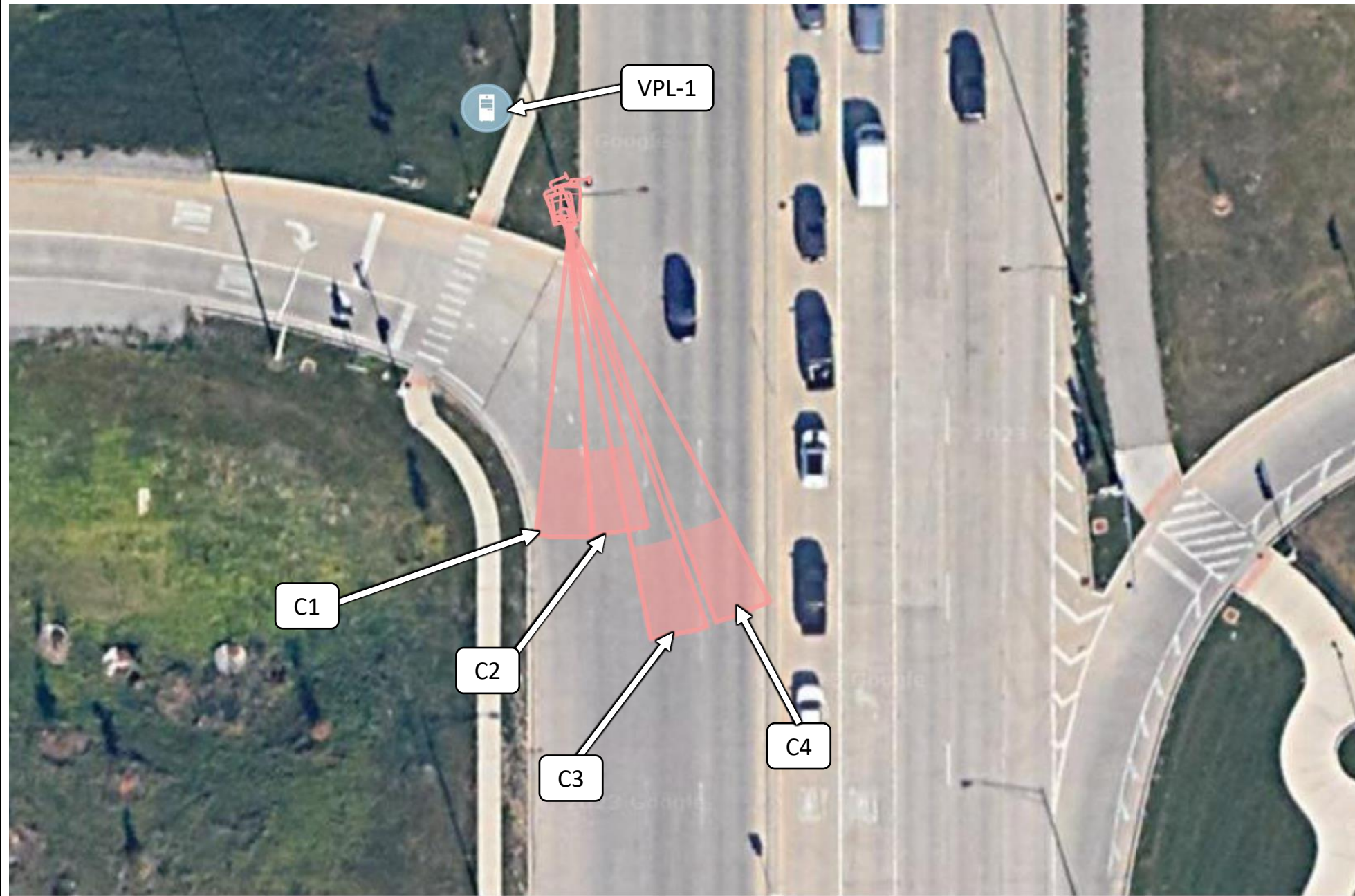
**Additional Notes**

- See next page for camera mounting heights.

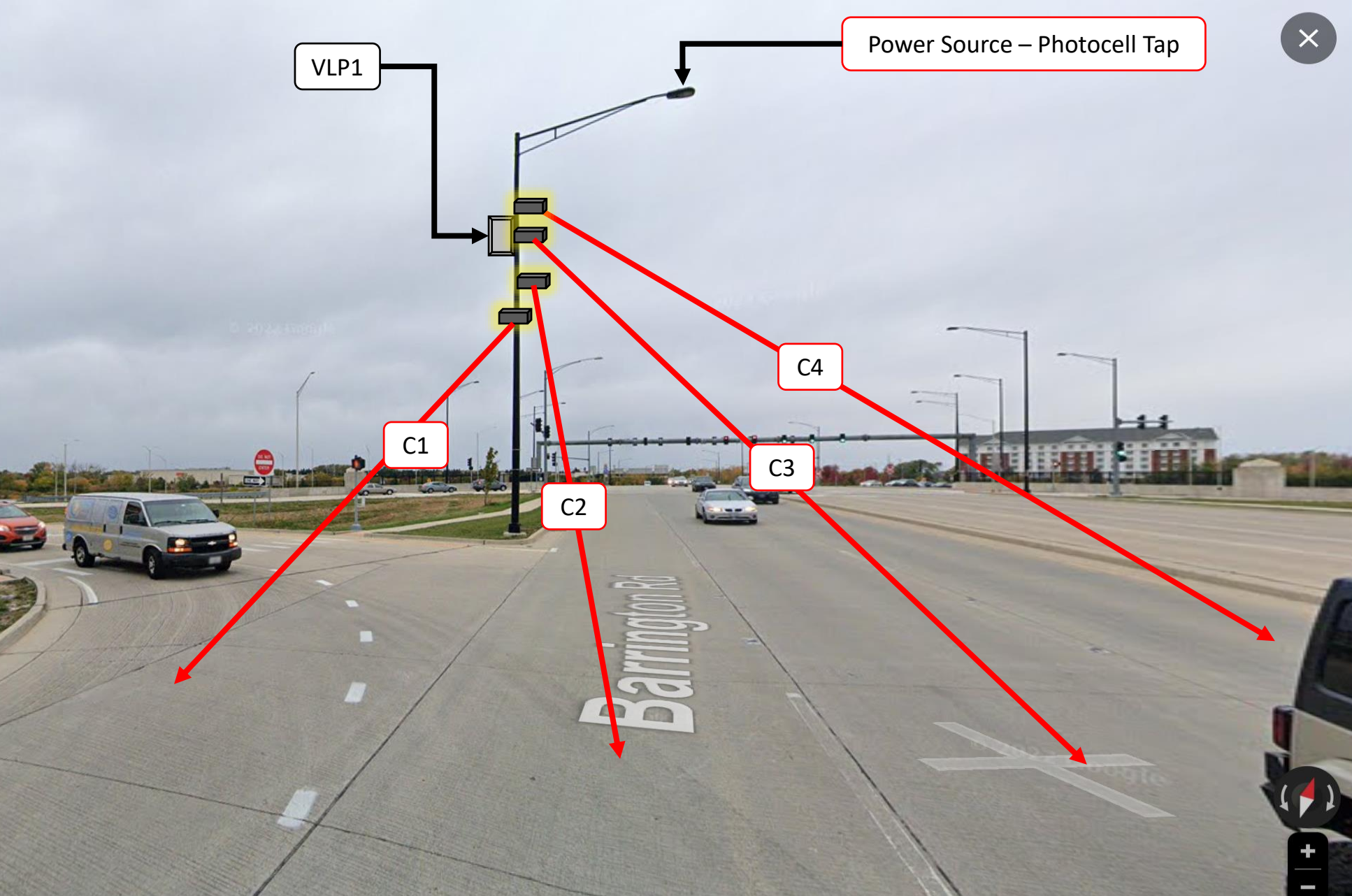
## Site 1 Equipment Notes

Traffic Direction	VLP Comms Box #	Camera Number	Camera Type	Camera Lens	Lane Number	Camera Mounting Heights	Connectivity
Westbound	VLP1	C1	L5F	25mm	1 – Right	15-18ft	Cellular SIM
		C2	L5F	25mm	2 - Left	15-18ft	

## Special Installation Notes



Equipment Type	Quantity
VLP Comms Box	1
25mm L5F Camera	2
35mm L5F Camera	2
Uni-Pole Single Camera Bracket	4
Pole Power Tap Kit	1



**SITE POWER**

- Power to be sourced at photocell socked located on top of streetlight fixture.
- Power tap wires shall extend down pole and connect to VLP Comms Box.

**VLP COMMS BOX**

- VLP1 - to be mounted on street light pole at GPS location 42.065802, -88.144802

**CAMERAS**

- C1 – 25mm, aimed to capture lane 1.
- C2 – 25mm, aimed to capture lane 2.
- C3 – 35mm, aimed to capture lane 3
- C4 – 35mm, aimed to capture lane 4

**CONNECTIVITY**

- Cellular SIM card to be used for connectivity.
- Customer responsible for providing activated SIM card for installation.

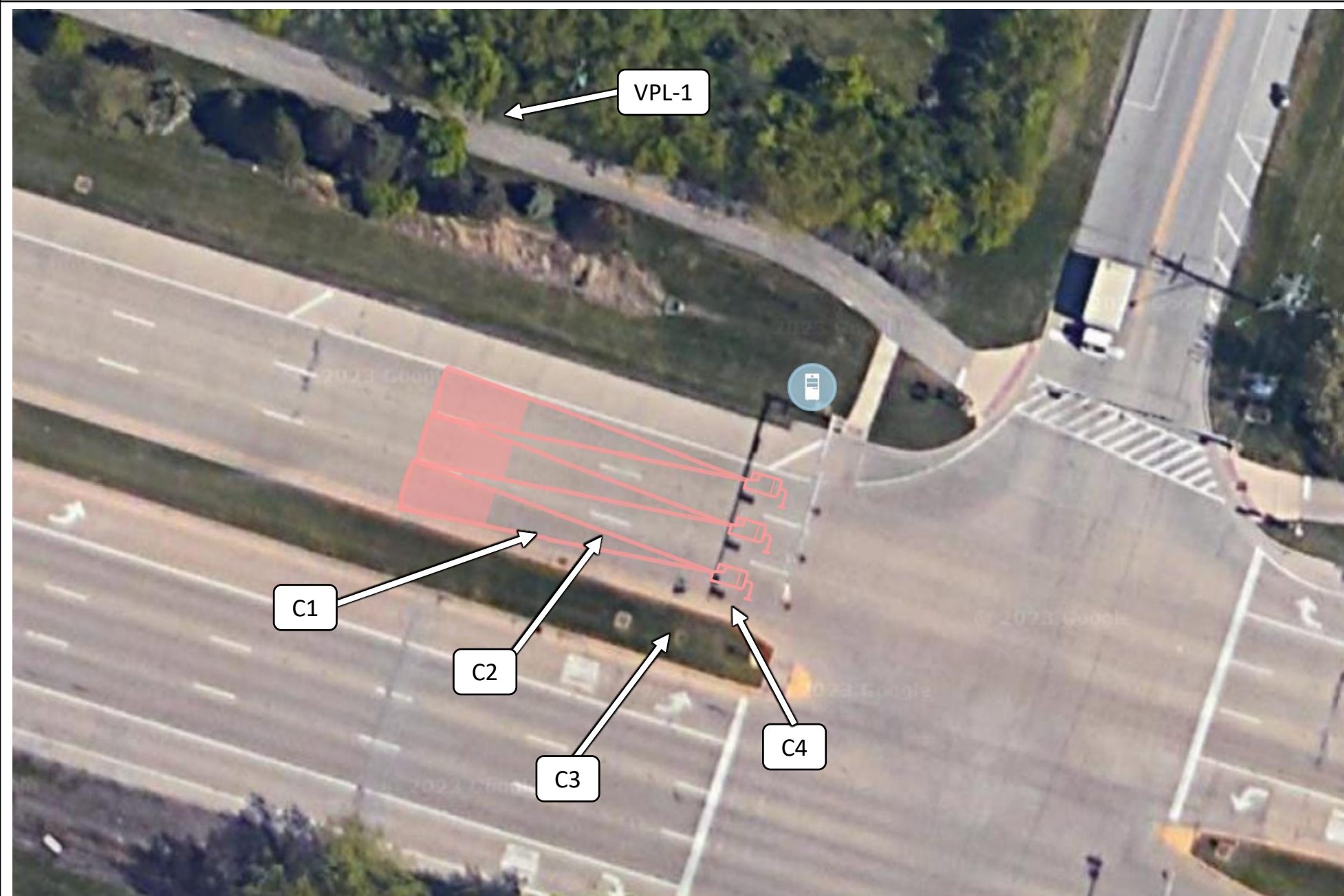
**Additional Notes**

- See next page for camera mounting heights.

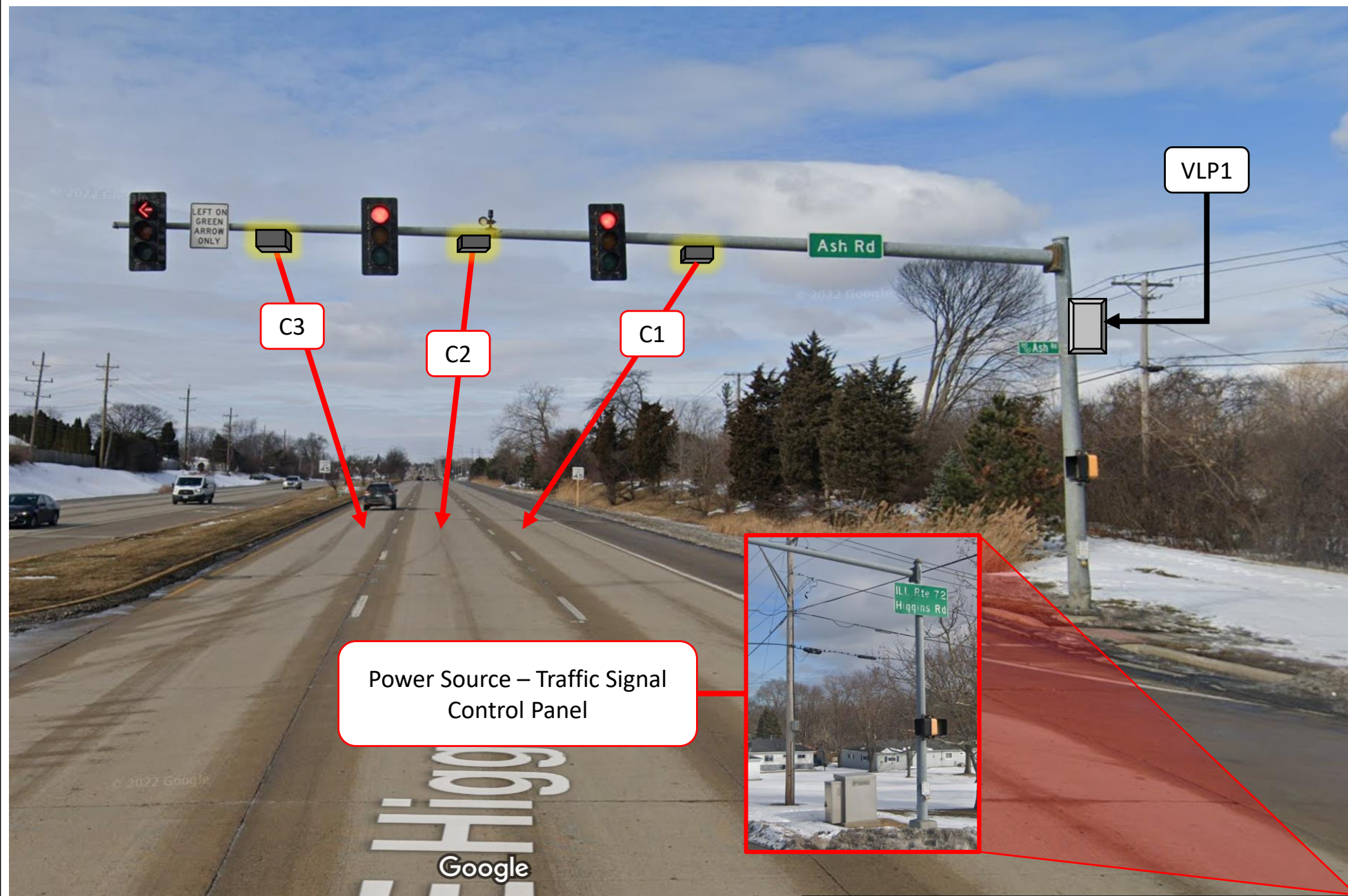
## Site 2 Equipment Notes

Traffic Direction	VLP Comms Box #	Camera Number	Camera Type	Camera Lens	Lane Number	Camera Mounting Height	Connectivity
Southbound	VLP1	C1	L5F	25mm	1 – Right	15-18ft	Cellular SIM
		C2		25mm	2	15-18ft	
		C3		25mm	3	20-22ft	
		C4		25mm	4 - Left	22-25ft	

## Special Installation Notes



Equipment Type	Quantity
VLP Comms Box	1
25mm L5F Camera	2
35mm L5F Camera	2
Uni-Pole Single Camera Bracket	4
Pole Power Tap Kit	1



**SITE POWER**

- Power to be sourced from traffic signal control panel located at GPS 42.043491, -88.071967
- Power to be on dedicated circuit, and all wires to be routed through existing conduit.

**VLP COMMS BOX**

- VLP1 - to be mounted on street light pole at GPS location 42.043467, -88.072330

**CAMERAS**

- C1 – 25mm, aimed to capture lane 1.
- C2 – 25mm, aimed to capture lane 2.
- C3 – 25mm, aimed to capture lane 3

**CONNECTIVITY**

- Cellular SIM card to be used for connectivity.
- Customer responsible for providing activated SIM card for installation.


**Additional Notes**

## Site 2 Equipment Notes

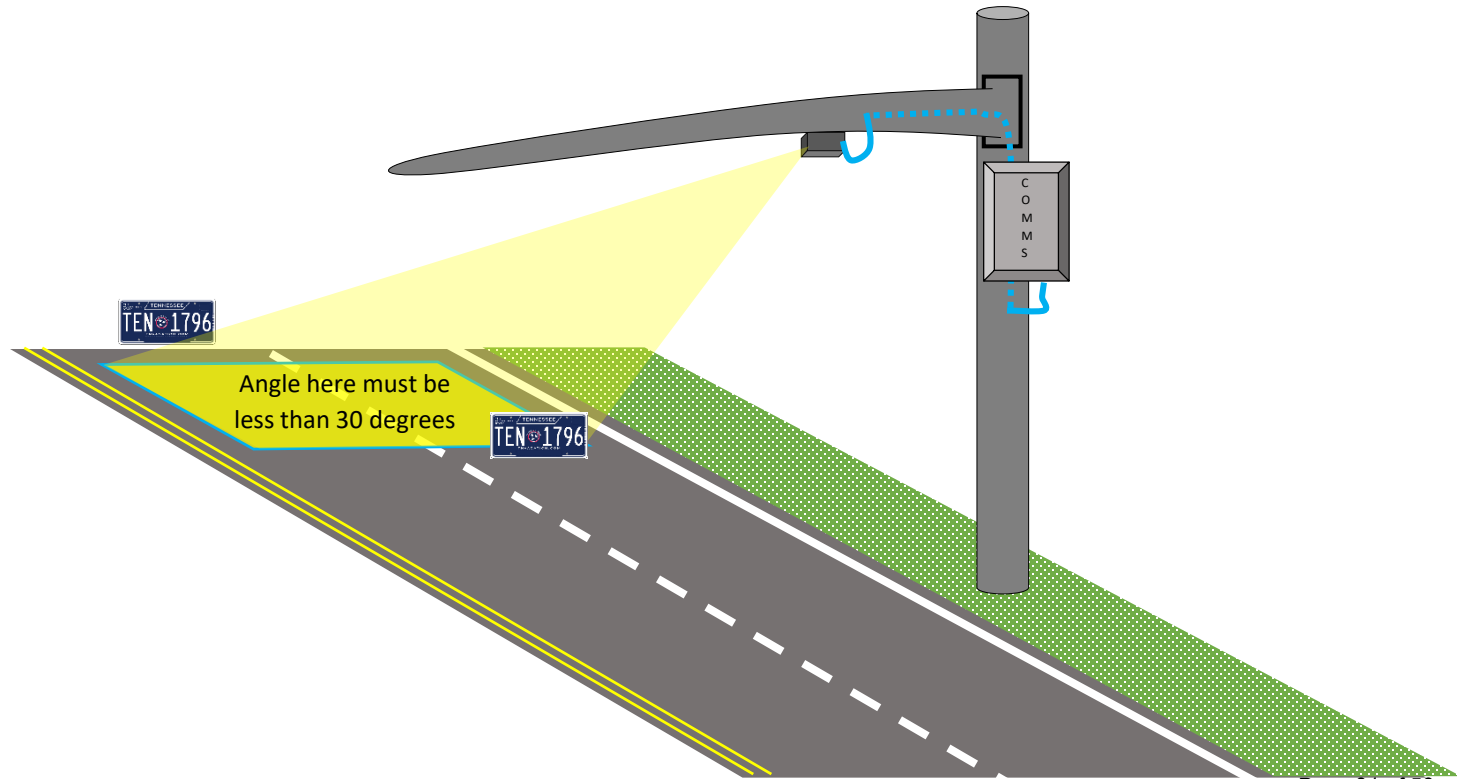
Traffic Direction	VLP Comms Box #	Camera Number	Camera Type	Camera Lens	Lane Number	Connectivity
Westbound	VLP1	C1	L5F	25mm	1 – Right	Cellular SIM
		C2		25mm	2	
		C3		25mm	3 - Left	

## Special Installation Notes

# L5F Fixed LPR Equipment Mounting and Camera Aiming

Camera Performance			L5F Mounting Bracket
Part Number	Optimum Focal Length	Capture Range*	
VSR-5x-908	14 ft	6-27 ft	 <ul style="list-style-type: none"> <li>• Camera brackets to be mounted to vertical or horizontal structures using band clamps.</li> <li>• Camera attaches to ball mount using clamp hardware located on back of camera.</li> <li>• Rear mounting plate may be rotated to accommodate vertical or horizontal poles.</li> <li>• If mounting to a wall, or other flat surface, the back plate is not required. (Mount will screw directly to wall or other flat surface when using this option.)</li> </ul>
VSR-5x-916	40 ft	25-55 ft	
VSR-5x-925	70 ft	55-85 ft	
VSR-5x-935	95 ft	85-105 ft	
VSR-5x-950	115 ft	105-125 ft	
*Up to 2 lanes of traffic coverage in most scenarios.			

- Recommend installing VLP Comms Box on vertical poles using the included hardware
  - Suggest mounting high enough above ground to prevent easy access from ground level.
  - If additional hardware is required to meet state and local codes for installation, customer and/or installer will be responsible for providing those items.
- Recommend mounting cameras on mast arms as shown below. Any site specific mounting instructions are shown on the individual sites above.
  - If no mast arm exists, camera may also be mounted to upright pole and aimed from the side fire position.
  - If camera is aimed from side fire position, capture angle must not exceed 30 degrees from height angle or side angle.
  - If unable to mount cameras within the indicated range, please contact Motorola Sales Engineer to review other options for mounting heights and locations.
- Recommend running all camera cables inside code approved conduit when possible, or inside pole/mast arm structure.
  - When unable to route camera cables inside conduit or pole/mast arm structure, ensure cables are secured to pole with suitable cable ties or other code approved straps.
  - Must ensure the weight of the camera cable is not putting stress on the connectors on either end of the cable.
- Leave a drip loop on all cables.



## L5F Fixed LPR Equipment Mounting and Camera Aiming

### Motorola Solutions Responsibilities

- Motorola Solutions/Motorola Solutions Inc. is responsible for the following items as it pertains to this project.
- Supplying the Motorola Solutions L5F LPR cameras, camera cables, camera mounting hardware, VLP Communication Boxes.
- Final start-up and final commissioning of the solution by a certified Field Technician (if purchased).
- Testing and Training on all equipment, hardware, and software provided by a qualified Field Technician.

### Customer and/or Installation Contractor Responsibilities

- Customer is responsible for the following items as it pertains to this project.
- Supplying a proper power source to all Motorola Solutions provided equipment.
- Providing ALL points of attachment for hardware that include L5F LPR Cameras and VLP Comms Boxes and ensuring all equipment is attached in accordance with local policies and codes.
- Customer is responsible for all poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- Obtaining all permits required for installation.
- All Utility locates needed for impacted areas.
- Supplying any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- Modem requires size “2FF” SIM card.

### Questions

- For any questions related to the information contained within this statement of work, please contact Motorola Solutions Sales Engineer.

### Motorola L5F Camera – Key Specifications

Size	6.9 x 6.5 x 2 in. / 175 x 165.51 mm
Fixed Mounting	3-axis (aim precision) lock in place, low profile, solid mount, and sunshield
Color	Matte Black
Weight	3.5 lbs.

### Motorola VLP COMMS Box – Key Specifications

Enclosure Material	Fiberglass Reinforced
Enclosure Color	Machine Tool Gray
Weight	35 lbs. (15.9 kg)
Outside Dimensions	19.5 x 17.5 x 8.5 in / 49.5 x 44.4 x 25.4 cm
Inside Dimensions	17.7 x 15.7 x 8.5 in / 44.9 x 39.9 x 21.6 cm



**Vigilant Solutions, LLC**  
**P.O Box 841001**  
**Dallas, Texas 75202**  
**(P) 925-398-2079 (F) 925-398-2113**



Issued To:	Hoffman Estates Police Department	Date:	02-09-24
Project Name:	Hoffman Estates PD - Fixed LPR	Quote ID:	SVB-0089-01

## **PROJECT QUOTATION**

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

### **(8) L5F Fixed LPR Cameras with (8) Comms Boxes**

Pricing Includes, 5 Year Warranty, 5 Year Licensing, Start up and Commissioning

Pricing Does Not Include Installation of Hardware or Permitting

Qty	Item #	Description
(7)	VSF-025-L5F <a href="#">More Info</a>	<p><b>L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable</b></p> <ul style="list-style-type: none"> <li>• Dual-lens camera with infrared LEDs for plate illumination</li> <li>• 55ft - 85ft capture distance and up to 2 lane coverage</li> <li>• Internal trigger for capture of plate alphanumerics, vehicle make and model</li> <li>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions</li> <li>• 60' camera cable included</li> <li>• Includes CarDetector LPR software for local server hosting</li> <li>• LPR vehicle license plate scanning / real time alerting               <ul style="list-style-type: none"> <li>◦ Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
(1)	VSF-035-L5F <a href="#">More Info</a>	<p><b>L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable</b></p> <ul style="list-style-type: none"> <li>• Dual-lens camera with infrared LEDs for plate illumination</li> <li>• 85ft - 105ft capture distance and up to 2 lane coverage</li> <li>• Internal trigger for capture of plate alphanumerics, vehicle make and model</li> <li>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions</li> <li>• 60' camera cable included</li> <li>• Includes CarDetector LPR software for local server hosting</li> <li>• LPR vehicle license plate scanning / real time alerting               <ul style="list-style-type: none"> <li>◦ Full suite of LPR tools including data analytics</li> </ul> </li> </ul>

(1)	VS-LEARN--H	<b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> <ul style="list-style-type: none"> <li>• Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> <li>◦ Central repository for all LPR data acquired by each LPR system</li> </ul> </li> <li>• Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> <li>◦ Automated CarDetector software update management</li> <li>◦ Plate searching, mapping, data mining utilities</li> <li>◦ Stakeout, Associate Analysis and Locate Analysis</li> <li>◦ Full administrative security with management auditing</li> </ul> </li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> <li>◦ Requires NO server hardware, NO server maintenance</li> </ul> </li> <li>• Requires Vigilant Enterprise Service Agreement contract</li> </ul>
(5)	VSBSCSVC-01	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for up to 14 total camera units registered</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
(8)	BCAV1F2-C600	<b>Vigilant Fixed Camera Communications Box</b> <ul style="list-style-type: none"> <li>• Linux Comms Box using VLP5200</li> <li>• Manages power and communications for up to four (4) Vigilant fixed LPR cameras</li> <li>• Includes modem for communication with cellular carriers <ul style="list-style-type: none"> <li>◦ SIM Card not included</li> </ul> </li> </ul>
(8)	CDFS-4HWW	<b>Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years</b> <ul style="list-style-type: none"> <li>• Fixed LPR System LPR hardware component replacement warranty</li> <li>• Applies to 1-Channel hardware system kit</li> <li>• Valid for 4 years from standard warranty expiration</li> </ul>
<b>Subtotal Price</b> (Excludes sales tax)		<b>\$102,600.00</b>

Qty	Item #	Description
(16)	VS-SHP-02	<b>Vigilant Shipping Charges - Fixed or Comms</b> <ul style="list-style-type: none"> <li>• Applies to each fixed camera LPR System</li> <li>• Or Communication Box Purchased without LPR System</li> <li>• Shipping Method is FOB Shipping</li> </ul>
<b>Subtotal Price</b> (Excludes sales tax)		<b>\$6,400.00</b>

**Quote Notes:**

1. This Quote will expire in 90 Days from the date of the Quote.
2. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty

Quoted by: Stuart Blowers - Regional Sales Manager - 312-758-9723 - stuart.blowers@motorolasolutions.com

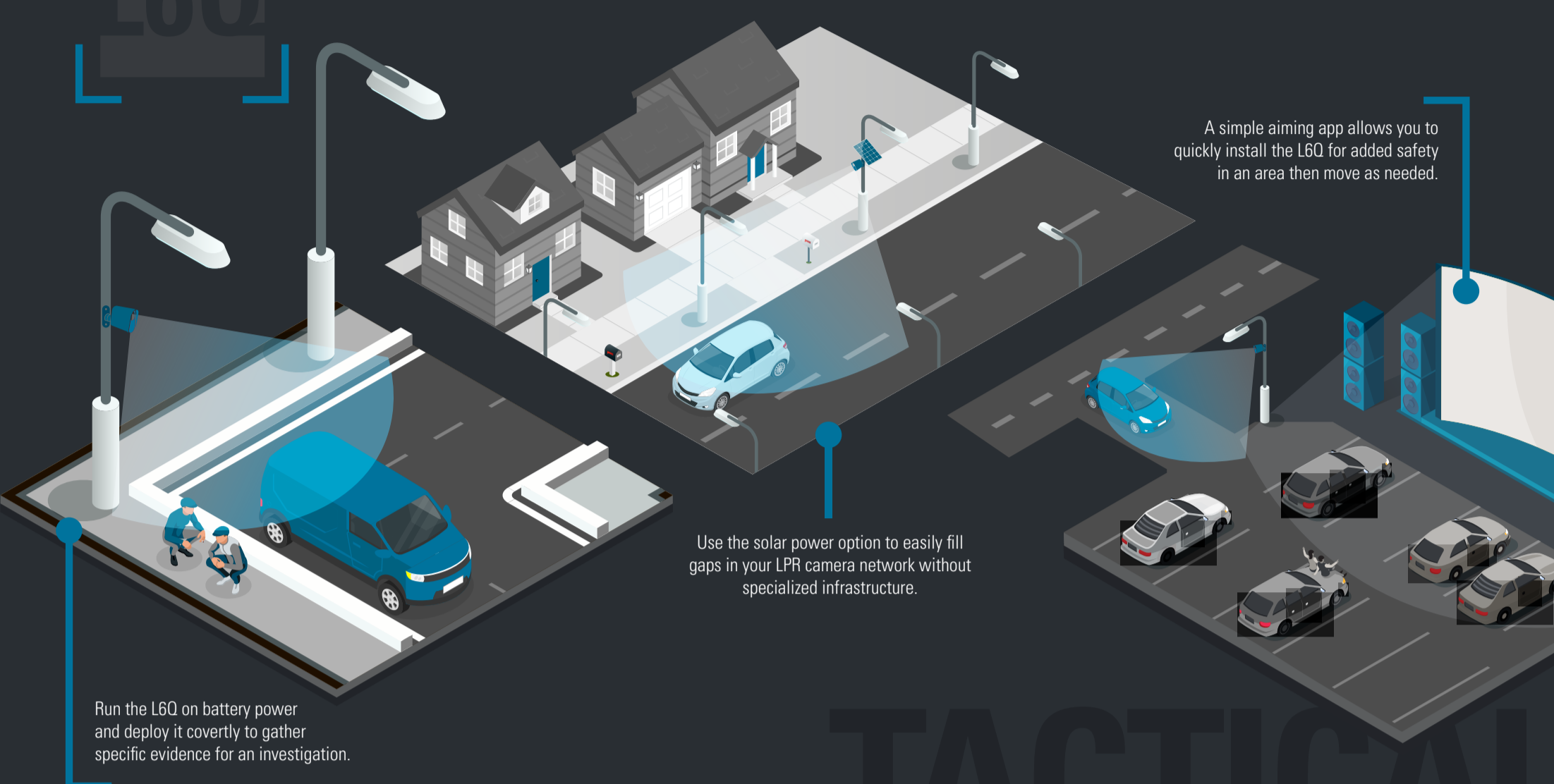
<b>Total Price</b>	<b>\$109,000.00</b> (Excludes sales tax)
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# FIXED LICENSE PLATE RECOGNITION: A VISUAL GUIDE

With new solutions entering the market for fixed and quick-deploy license plate recognition, here's some guidance to help you better understand how they work.

## QUICK-DEPLOY LPR CAMERA SYSTEM

Collect targeted, tactical LPR data to aid an investigation, improve safety for an event or fill gaps in your LPR network with our quick-deploy L6Q camera system. This solar, AC or battery-powered camera can be installed and activated in minutes anywhere with cellular coverage to capture LPR data.



Run the L6Q on battery power and deploy it covertly to gather specific evidence for an investigation.

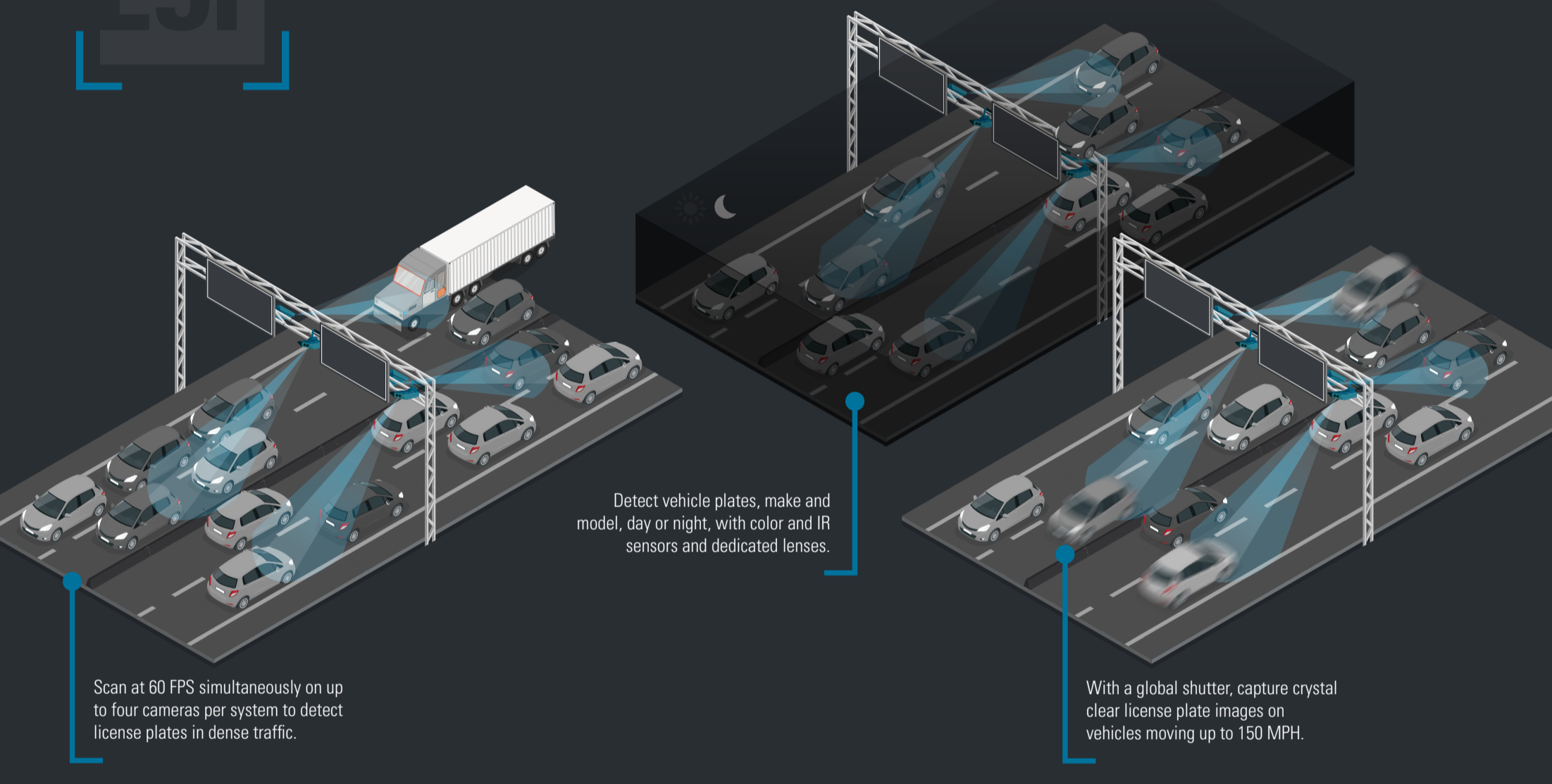
Use the solar power option to easily fill gaps in your LPR camera network without specialized infrastructure.

A simple aiming app allows you to quickly install the L6Q for added safety in an area then move as needed.

TACTICAL

## FIXED LPR CAMERA SYSTEM

Scan more vehicles and capture more data with our high-performance fixed L5F camera system. This solution is meant for those who never want to miss a vehicle because they never want to let a threat pass undetected, never want to miss a potential lead and never want to see a case go cold.



Scan at 60 FPS simultaneously on up to four cameras per system to detect license plates in dense traffic.

Detect vehicle plates, make and model, day or night, with color and IR sensors and dedicated lenses.

With a global shutter, capture crystal clear license plate images on vehicles moving up to 150 MPH.

PERFORMANCE

## FIXED LICENSE PLATE RECOGNITION DESIGNED TO MEET YOUR NEEDS



Having choices like the L6Q and L5F allows you to build a license plate recognition program that can be tailored to your needs.

Our portfolio provides the flexibility to expand your network as desired with extensive mobile, fixed, trailer, Android/iOS app and video-based LPR options that all utilize our widely deployed, tested and proven LPR algorithm.



And with seamless integration to Vigilant VehicleManager, a part of the LEARN platform, you can take advantage of having full control of data retention and sharing. Paired with patented search and analytics tools, you'll be able to generate more investigative insights and actionable leads from billions of detections to help close cases, faster.



INTELLIGENCE

To learn more, visit [motorolasolutions.com/lpr](https://motorolasolutions.com/lpr)

## 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*”). 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**.

### 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

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

## 1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**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.

1.3 “**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.

1.4 “**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.

1.5. “**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.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

1.8 “**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 Order Form.

1.9 “**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).

1.10 “**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.

1.11 “**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.

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

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. 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.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**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 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. 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](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Updates to Platform.** Flock may make any updates 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 updates 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 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, or 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 (e.g., laptops, internet connection, mobile devices, etc.). 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. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. 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.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

**6.3 Taxes.** To the extent Customer is not a tax exempt entity, 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**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, Customer may renew this Agreement for the length set forth on the Order Form ( “**Renewal Term**”) by giving notice 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 Flock is not liable for any resulting impact to Flock service, 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. 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;, 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

11.6. 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 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. 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 Order Form 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.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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 upon the Effective Date.

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 **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.

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

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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:

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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. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

**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).

**10**  
TOTAL  
LOCATIONS

10  
PLANNING

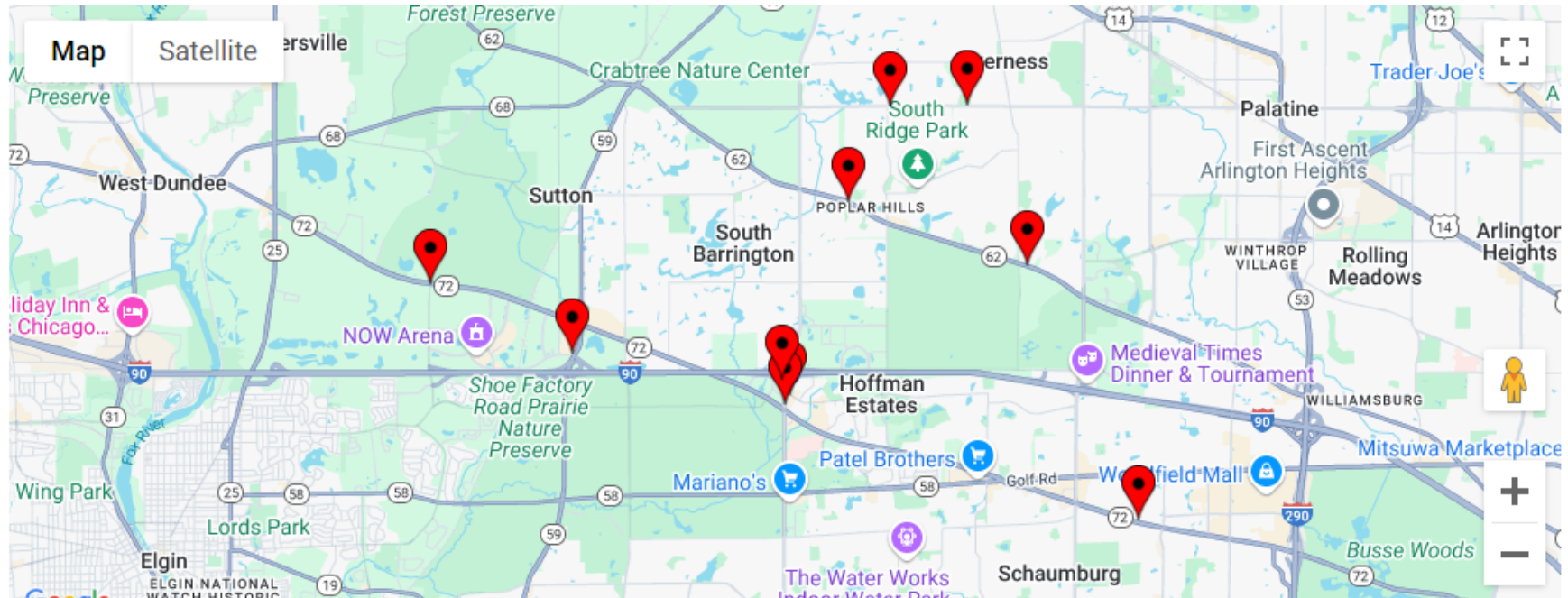
0  
PERMITTING

0  
INSTALLING

0  
OPTIMIZING

0  
IN SERVICE

0  
DECOMMISSIONED



### Cameras

- 7 Falcon 2.2 - 16 mm - Verizon CAT 4 (7611)s
- 3 Extended Range Camera - Pilots

### Poles

- 2 Existing Light Poles
- 5 X Sqrd RediTorque - DOT Poles
- 1 existing Pole

### Power

- 1 AC Power Kit (120V) - Pole Mount
- 1 65W Solar Panel Side of Pole
- 5 65W Solar Panel Top of Poles
- 7 Penguin Packs
- 1 Solar

