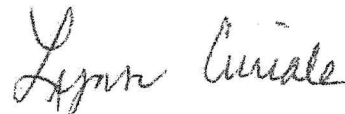


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-85 A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A FIVE-YEAR AGREEMENT TO LEASE ALPR CAMERAS AND SUPPORTING SOFTWARE FROM FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED \$305,000.00, INCLUDING AND ADDITIONAL 15 CAMERAS, SUPPORTING SOFTWARE AND IMPLANTATION, IN AN AMOUNT NOT TO EXCEED \$193,950.00**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21<sup>st</sup> day of December, 2023.



Lynn Curiale, City Clerk



SEAL

**Resolution #R-23-85**

**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A FIVE-YEAR AGREEMENT TO LEASE ALPR CAMERAS AND SUPPORTING SOFTWARE FROM FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED \$305,000.00, INCLUDING AND ADDITIONAL 15 CAMERAS, SUPPORTING SOFTWARE AND IMPLANTATION, IN AN AMOUNT NOT TO EXCEED \$193,950.00**

Passed: December 21, 2023  
Published in Pamphlet Form: December 22, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-23-85  
**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A FIVE-YEAR AGREEMENT TO LEASE ALPR CAMERAS AND SUPPORTING SOFTWARE FROM FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED \$305,000.00, INCLUDING AND ADDITIONAL 15 CAMERAS, SUPPORTING SOFTWARE AND IMPLANTATION, IN AN AMOUNT NOT TO EXCEED \$193,950.00**

Passed and approved by the City Council of the City of Wood Dale on December 21, 2023 and hereby published in pamphlet on December 22, 2023.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-23-85**

**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO A FIVE-YEAR AGREEMENT TO LEASE ALPR CAMERAS AND SUPPORTING SOFTWARE FROM FLOCK SAFETY IN AN AMOUNT NOT TO EXCEED \$305,000.00, INCLUDING AND ADDITIONAL 15 CAMERAS, SUPPORTING SOFTWARE AND IMPLANTATION, IN AN AMOUNT NOT TO EXCEED \$193,950.00**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the services of Flock Safety for the lease of an ALPR camera system; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of Flock Safety, the Mayor and the City Council find that Flock Safety is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **21<sup>st</sup> day of December, 2023.**

AYES: 5

NAYS: Aldermen Art Woods, Artie Woods, Michael Curiale

ABSENT: 0

APPROVED this **21<sup>st</sup> day of December, 2023.**

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

**Flock Safety + IL - Wood Dale PD**

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

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

flock safety

# flock safety

## EXHIBIT A ORDER FORM

Customer: IL - Wood Dale PD  
 Legal Entity Name: IL - Wood Dale PD  
 Accounts Payable Email: czito@wooddale.com  
 Address: 404 N Wood Dale Rd Wood Dale, Illinois 60191  
 United States

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

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$61,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	23	Included
Advanced Search	\$3,500.00	1	\$3,500.00

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$61,000.00
<b>Annual Recurring Subtotal:</b>	\$61,000.00
<b>Discounts:</b>	\$57,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$305,000.00

### Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$61,000.00
<b>Annual Recurring after Year 1</b>	\$61,000.00
<b>Contract Total</b>	\$305,000.00

### Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$57,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

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

**FLOCK GROUP, INC.**

DocuSigned by:

*Mark Smith*

AC5C931454C24F3..

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

Name: Mark Smith

Title: General Counsel

Date: 12/28/2023

**Customer: IL – Wood Dale PD**

By: *Chris Zito*

Name: Chris Zito

Title: Chief of Police

Date: 12/28/2023

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

**EXHIBIT A**  
**ORDER FORM**

Customer: IL - Wood Dale PD  
 Legal Entity Name: IL - Wood Dale PD  
 Accounts Payable Email: czito@wooddale.com  
 Address: 404 N Wood Dale Rd Wood Dale, Illinois 60191  
 United States

Initial Term: 60 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual – First Camera Validated.  
 Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$37,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	15	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Advanced Implementation Fee	\$1,250.00	2	\$2,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	9	\$1,350.00

<b>Subtotal Year 1:</b>	\$43,950.00
<b>Annual Recurring Subtotal:</b>	\$37,500.00
<b>Discounts:</b>	\$37,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$193,950.00

**Billing Schedule**

Billing Schedule	Amount (USD)
<b>Year 1</b>	
Annual – First Camera Validated.	\$43,950.00
<b>Annual Recurring after Year 1</b>	\$37,500.00
<b>Contract Total</b>	\$193,950.00

**Discounts**

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



**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

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

**FLOCK GROUP, INC.**

DocuSigned by:

*Mark Smith*

AC5C931454C24F3..

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

Name: Mark Smith

Title: General Counsel

Date: 1/4/2024

**Customer: IL – Wood Dale PD**

By: *Chris Zito*

Name: Chris Zito

Title: Chief of Police

Date: 12/28/2023

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

## Product and Services Description

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

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

## FlockOS Features & Description

### Package: Essentials

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