



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MAY 25, 2021
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Informational Item concerning Communication Analysis – S&I Newsletter
 2. Request for Waiver of Section 43.09, “Noise” of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party
 3. Request for Waiver of Sign Regulations and Enforcement for Joanna Krzpekowska/Keller Williams Success Realty – Neighborhood Garage Sale
 - B. Finance
 1. Ordinance approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020
 2. Insurance Plan Renewals: Medical, Dental, Vision, and Life
 - C. Police Department
 1. Request for Proposal for Police Towing Services - 2021 to 2022
 2. Waive the Competitive Bidding Requirements and approve an Agreement to Purchase In-Squad Camera Infrastructure, Body Cameras and Hardware
 - D. Public Works
 1. Approval of IDOT forms for the 2021 MFT Resurfacing Program, Resolution for Maintenance, and Approval of a Task Order with Chastain and Associates
 2. Award a Contract for the 2021 MFT Street Resurfacing Road Project
 3. Award a Contract for the Wedgewood Pond Shoreline Stabilization Project and an Ordinance Approving a Budget Amendment to the Special Service Area #5 Fund
 - E. Community Development
 1. Ordinance Amending the 2002 Comprehensive Plan, Chapter IV, Subarea Plans, Subarea 3

5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
 - F. Trustee Anderson
6. Village President
7. Audience Participation
8. Motion to enter into Closed Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)).
9. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: May 25, 2021
DEPARTMENT: Administration
SUBJECT: Communications Analysis – S&I Newsletter

EXECUTIVE SUMMARY

At the direction of Village President Bogdanowski, staff has conducted an analysis of departmental reporting methods to the Village Board. Since December 2016, the Board has regularly received the Status and Information Report (S&I) e-newsletter, which was implemented by the Village Administrator at that time. Prior to this e-newsletter’s implementation, elected officials received a monthly report from each department that was compiled into a PDF and delivered by email with the last board packet of the month.

At the time of the S&I’s creation, the following goals were communicated to the Village Board:

This report replaces the monthly updates that have been distributed previously, although some of the content will remain the same. The goal is to provide elected officials, Department Directors, and their Assistants updates on current information in smaller pieces at a time instead of one large monthly report. Eligible S&I topics include development updates, staff changes, letters of compliment, event reports, relevant financial reports, press releases, newsletters provided by intergovernmental agencies, and any other information as determined by the Village Administrator.

Since its inception, departments have submitted topics to be included in each week’s edition. Administration staff have then compiled the newsletter. Its frequency has varied over time, but since 2019, it has primarily been published on a weekly basis. Recipients of the newsletter, which is considered an internal communication, include the Village Board, department heads, superintendents/deputies, and select staff. In contrast, only the Village Board received the monthly report.

A brief summary of the pros and cons of each communication piece is included below. Tricia O’Donnell, Administrative Services Manager, will be in attendance to deliver a presentation on the analysis.

S&I e-Newsletter		Monthly Report	
Pros	Cons	Pros	Cons
<ul style="list-style-type: none"> • Mobile/Tablet Friendly, Interactive • Brief, easily consumed updates • Metrics 	<ul style="list-style-type: none"> • Imbalanced departmental coverage • Lack of detailed reporting • Time-consuming on weekly basis 	<ul style="list-style-type: none"> • Allows for detailed reporting • Balanced departmental contributions • Available once per month 	<ul style="list-style-type: none"> • Report Length <ul style="list-style-type: none"> ◦ Larger file size that requires download to device • Information overload/lack of reading

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Administration

SUBJECT: Waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party

EXECUTIVE SUMMARY

Boulder Ridge Country Club is requesting the Village Board to waive the provisions of Section 43.09 of the Municipal Code for their annual Outdoor Party on Friday, July 30, 2021 for their members and invited guests. The entertainment for the event is "Libido Funk Circus". The band will perform from 7:30pm to 10:30pm on their outdoor patio.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boulder Ridge Country Club Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, Noise, of the Lake in the Hills Municipal Code, to allow Boulder Ridge Country Club to host their Annual Outdoor Party until 11pm on Friday, July 30, 2021.



Clubhouse:
350 Boulder Drive, Lake in the Hills, IL 60156
(847) 854-3010
Fax (847) 854-1081
www.boulderridge.com

May 18, 2021

Mr. Fred Mullard
Village Administrator
600 Harvest Gate
Lake in the Hills, IL 60156

Re: Request for Variance of Village Code 43.09. NOISE

Dear Mr. Mullard:

Boulder Ridge Country Club is requesting a variance of Village Code 43.09, NOISE. The country club is hosting our annual outdoor concert on Friday July 30, 2021 for our members and their invited guests. The entertainment for this private outdoor event is "Libido Funk Circus" a local cover band. They are well known in the Chicagoland area performing at many clubs and festivals. The band is scheduled to perform from 7:30 to 10:30 pm.

I hope the village board would look favorably upon my request and if there is any additional information required, I would be more than willing to provide that to you. Thank you in advance for your consideration.

Regards,

Jim Dziekan, CCM
General Manager
Boulder Ridge Country Club



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Administration

SUBJECT: Request for Waiver of Sign Regulations and Enforcement for Joanna Krzepkowska/Keller Williams Success Realty

EXECUTIVE SUMMARY

The attached letter from Joanna Krzepkowska, resident and realtor for Keller Williams Success Realty, is requesting that enforcement activities be suspended to allow the erection of temporary signage in the right-of-way. The signage would advertise a neighborhood garage sale in the Meadowbrook subdivision to take place from June 3 through June 6, 2021, at the intersections listed below. All signs would be installed within Village boundaries from May 27, 2021, until June 7, 2021.

1. Lakewood Road and Miller Road
2. Miller Road and Haligus Road
3. Miller Rd and Swanson Rd (Southside)

It should be noted that the design for the three signs includes an advertisement for a private business, Keller Williams Success Realty. The Village's sign ordinance reserves the installation of temporary signage in the right-of-way for non-profit entities. Zoning Ordinance, Section 16.2-8, allows non-profit entities wishing to place temporary signs in the right-of-ways to submit a written request to the Community Development Department to allow for an event sign(s) to be placed in the public right-of-way, which are then approved by the Village Administrator.

Further, Chapter 31, Section 31.01.C of the Municipal Code requires that residents limit garage sale signage to just three days of display during the dates in which the garage sale is in progress. They must be removed within 24 hours.

The request by Joana Krzepkowski is being submitted to the Village Board for approval due to the length of the request and that it is made on behalf of a private business rather than a non-profit entity.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Letter

RECOMMENDED MOTION

Motion to suspend enforcement activities from May 27, 2021, until June 7, 2021, to allow the installation of temporary signage at the intersections referenced above for the neighborhood garage sale to take place from June 3 to June 6, 2021, in the Meadowbrook subdivision.



May 17th 2021

Village of lake in the Hills

600 Harvest Gage

Lake in the Hills, IL 60156

Dear Village of lake in the Hills Board of Trustees:

Joanna Krzepakowska Realtor at KWSR would like to place banners/ signs for upcoming Meadowbrook community garage sale to attract more participants at the corner of:

1. Lakewood Rd and Miller
2. Miller Rd and Haligus Rd
3. Miller Rd and Swanson Rd

I'm asking for a 1-week period before the event that will be happening on June 3-6.

The signs are 2x4 feet/ plywood. Same designed as 2020, I will update the dates.

Additional photo attached.

Sincerely,

Joanna Krzepakowska

Z





AUGUST
6-9
2020



MEADOWBROOK ANNUAL
COMMUNITY

GARAGE SALE

Sponsored by:

**JOANNA
KRZEPKOWSKA**

Your Neighborhood
Realtor



KELLERWILLIAMS, Each Office is Independently Owned and Operated

**Want to participate? TEXT/CALL
JOANNA 224.361.9302 or RENEE 847.780.7800**



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Finance

SUBJECT: Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020

EXECUTIVE SUMMARY

One final budget amendment is being proposed to the budget for the Fiscal Year Ended December 31, 2020.

In the Motor Fuel Tax Fund, design engineering services for the Industrial Drive drainage improvements and reconstruction projects were approved as part of the process to apply for a Rebuild Illinois grant.

These unbudgeted engineering services caused line item 202.00.00-60.08 to exceed the original budget amount of \$55,000 and an additional \$64,100 is being requested for the cost of these engineering services that were unanticipated at the time the original FY20 Budget was adopted.

FINANCIAL IMPACT

There is no financial impact of approving the proposed budget amendment Ordinance as these are budgetary dollars only, however, it will ensure that the Motor Fuel Tax Fund has a sufficient budget for FY20 to cover all expenditures incurred.

ATTACHMENTS

Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020.

VILLAGE OF LAKE IN THE HILLS

Ordinance 2021-_____

**An Ordinance Approving Budget Amendments
to the Operating Budget for the
Fiscal Year Ending December 31, 2020**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2020 as part of Ordinance No. 2019-49; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 27th day of May 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 27TH DAY OF MAY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

Exhibit A

05-27-2021

Village of Lake in the Hills
Budget Transfer/Amendment
For the Fiscal Year Ending December 31, 2020

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
<u>Motor Fuel Tax Fund</u>					
202.00.00-60.08	Professional Engineering	55,000	119,100	64,100	Industrial Drive Drainage Improvements & Reconstruction Projects
	Total - Motor Fuel Tax Fund			<u>64,100</u>	



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Finance

SUBJECT: Insurance Plan Renewals: Medical, Dental, Vision, and Life

EXECUTIVE SUMMARY

As part of its comprehensive benefit package, the Village provides employees and their families with medical, dental, vision, and life insurance plans and coverage. Currently, these benefits are provided by BlueCross BlueShield of Illinois (medical), Guardian (dental), and MetLife (vision and life). There are no changes being recommended to providers during this renewal period.

Once again, a point of emphasis this year is on incorporating the Village's wellness program into our culture by directly tying participation to employee insurance premium contributions. This approach is progressive and the new norm being implemented across industries as a proven tool to help manage increasing healthcare costs and improve employee productivity. The 2020-2021 wellness program kicked off in September 2020 with the annual flu shot event and included numerous opportunities for employees to partner and invest in their own well-being. Employees who meet certain participation requirements can take advantage of the wellness incentive which rewards them with an additional savings off of the employee contribution towards health insurance premiums. For the 2021-2022 plan year, the wellness program incentive is proposed to increase from 2% to 4% for employees who successfully earn at least two thirds of the maximum wellness points available throughout the year. As such, two separate sets of employee rates will once again be utilized for the 2021 renewal: Wellness Rates and Non-Wellness Rates.

FY21 Renewal and Provider Overview

The FY21 budget includes a 10% increase in total insurance costs effective with the July 1, 2021 renewal. The Village initially received a renewal rate increase of **18.4%** for the medical plan. After soliciting and receiving quotes from other insurance carriers through our insurance broker, Gallagher Williams-Manny, and further discussions with BlueCross BlueShield, they provided rate relief down to an average **7.1%** increase.

Medical Insurance - The Village currently has five components to its medical insurance program. Employees have the choice to participate in four different types of plans - a PPO plan, a High Deductible/Health Savings Account (HDHP/HSA) plan, an HMO plan, or a waiver program. The additional component is the partially self-funded portion of the PPO and HDHP/HSA plans.

The BlueCross BlueShield PPO plan offers the widest choice of network providers. The Village purchases a \$3,500 deductible (single coverage) and \$10,500 deductible (family coverage) medical plan with 80% coinsurance from BlueCross BlueShield and then self-funds the difference between this plan and the plan design offered to employees which is a \$500 deductible for single coverage and a \$1,500 deductible for family coverage.

The BlueCross BlueShield High Deductible/HSA plan offers the same wide network as the PPO plan. The Village purchases a \$5,000 deductible (single coverage) and \$10,000 deductible (family coverage) plan and then self-funds the difference between this plan and the plan design offered to employees which is a \$1,400 deductible for single coverage and a \$2,800 deductible for family coverage.

The HMO is a network plan with copays for primary care, specialists, other services, and prescriptions, and is the least costly but most restrictive plan. As a cost saving measure for the upcoming 2021-2022 plan year, we are proposing offering a new Basic HMO Plan with slightly higher copays, deductibles, and out-of-pocket maximums. The current plan design would still be offered to employees who wish to remain on the existing Enhanced HMO Plan but they would be responsible for paying the entire incremental cost between the two plan designs. This new HMO Plan offering is expected to generate annual savings of almost \$52,000.

Quotes were solicited from several other carriers to ensure that we were receiving competitive renewal rates. Aetna and Humana declined to quote due to their rates being uncompetitive as well as plan design issues. However United Healthcare provided a quote with a 1.8% increase while Cigna provided a quote with a 6.8% increase.

The United Healthcare quote entails substantive changes in plan design and involves an Accountable Care Organization (ACO) arrangement which is different from the current Preferred Provider Organization (PPO) arrangement in place with BlueCross BlueShield. The United Healthcare PPO and HDHP/HSA networks are three tier networks which is more confusing to members, there is a smaller coinsurance and higher inpatient and outpatient copays, as well as higher out-of-pocket maximums. While there were slightly better benefits in terms of prescription copays and office visit copays, the lesser overall plan design and network disruption did not make this quote an attractive option.

The Cigna quote offered a much better match to the plan design and the structure (PPO) but the 0.3% in savings was outweighed by the burdensome administrative costs involved in switching all employees to a new medical plan coupled with the network disruption that such a transfer would generate.

However, based upon the quotes the Village received from alternate carriers, BlueCross BlueShield responded with a rate relief quote that lowered their rate increase from an **18.4%** increase to a **7.1%** increase.

Partially Self-Funded Medical Plan - Both the PPO and HDHP/HSA plans have a partially self-funded component to them whereby the Village purchases a higher deductible/higher out-of-pocket plan from BlueCross BlueShield and then self-funds the difference down to the plan designs offered to employees. Funding is proposed at a level sufficient to pay expected claims plus fees for the next plan year but actual costs will depend on the number and severity of claims actually incurred. Envision Healthcare will continue to process all medical claim processing, tracking, and reimbursements. Envision Healthcare is BlueCross BlueShield's preferred vendor and has a direct feed from them to receive the Explanation of Benefits to process the claims. This automatic processing of claims has been well received and replaced a manual and burdensome process that was placed on employees and staff.

Waiver Option – The Village currently offers a waiver option to all employees if they have other health insurance available. The annual waiver payment is currently \$2,000 and represents a sharing with the employee of the premium savings the Village realizes if the employee is not enrolled in the Village’s health insurance plans.

Dental Insurance – Guardian provides our dental insurance through a self-funded plan arrangement. The Guardian dental plan renewal would have experienced an 8.3% rate decrease had the original 2020-2021 renewal rates been implemented. However, due to the pandemic and the related delays in the supply and demand for dental services, last year’s rates were adjusted at that time to account for the anticipated drop in costs. Starting from that lower base, the dental plan renewal is now coming in at 3.6%. Since the dental plan is self-funded, the Village will be responsible for all claims incurred regardless of the carrier so a dental network with strong discounts is a key component. Guardian’s quote did provide a 1% decrease in their claims administration fee.

Quotes were also requested from other carriers with only MetLife providing a competitive proposal with a 10.2% decrease off the original 2020-2021 rates. However, they noted there would be a rate increase cap of 7% in the second year which indicates the current proposed rates are more likely than not below market and would have to be increased in future years above and beyond any inflationary rate increases that may be required. For this reason, the Guardian renewal is being recommended.

Vision Insurance – MetLife’s vision plan renewal rate came in at a 4% increase. Both BlueCross BlueShield and Delta Dental submitted proposals with Delta Dental proposing a 5.9% decrease. Once again plan design differences weigh negatively with increased copays for exams and materials. This, coupled with a change in networks, did not appear to justify the annual savings of only \$1,600 so the MetLife renewal is being recommended.

Life Insurance – MetLife provided a 3.6% increase for Life & Accidental Death & Disability insurance coverage. The only other competitive quote was submitted by BlueCross BlueShield, however, that was with a 22.1% rate increase. This benefit is 100% paid for by the Village and is projected to have a total annual premium of \$15,458.

Employee Contributions – Current Non-Wellness contribution rates are 20% for the PPO plan, 7% for the HDHP/HSA plan, and 9% for the HMO plan. Those employees earning enough wellness points to achieve the wellness incentive receive a 2% wellness discount which makes their contribution rates 18% for the PPO Plan, 5% for the HDHP/HSA Plan, and 7% for the HMO Plan.

For the 2021-2022 plan year, employee contribution rates are proposed to increase by 2% but the wellness discount spread is proposed to increase by that same 2% to a new total discount of 4%. That would make the proposed employee Non-Wellness contribution rates 22%/9%/11% for the PPO/HDHP-HSA/HMO plans, and the Wellness contribution rates would remain at 18%/5%/7% respectively.

These contribution rates average 14% for Non-Wellness and 10% for Wellness and provide the Village a competitive advantage in terms of recruitment and retention of its work force. It is also anticipated that increasing the wellness incentive discount spread from 2% to 4% will motivate more employees to earn the required wellness points and result in a healthier workforce while simultaneously lowering overall health care costs.

Flexible Spending Accounts – Employees are provided the opportunity to elect to participate in various other voluntary coverage plans via payroll deduction including flexible spending accounts through Envision Healthcare.

FINANCIAL IMPACT

The total FY21 budget for insurance is \$2,412,300, which includes a 10% increase in insurance premiums effective with the July 1, 2021 renewal. The budget assumes that the number of employees and the plans selected by the employees will remain the same at the time of preparation plus any known or likely changes to come. However, during open enrollment, employees have the opportunity to elect different plans and levels of coverage.

Also, new employees throughout the year or new positions that are eligible for insurance coverage will also impact the actual insurance costs and results compared to the budget. As such, the total estimated Village cost for FY21 is projected to be roughly \$2,308,000, which is six months (January 2021 to June 2021) at the 2020 renewal and six months (July 2021 to December 2021) of this current renewal for 2021, resulting in budgetary savings of approximately \$104,000 for FY21. This number may increase or decrease depending on the open enrollment outcomes, as well as the actual number of employees who qualify for wellness vs. non-wellness rates.

ATTACHMENTS

1. Health Care Premiums and Employee Contributions Spreadsheets
2. Blue Cross Blue Shield Medical Rate Renewal Analysis
3. Guardian Dental Rate Renewal Analysis
4. MetLife Vision Rate Renewal Analysis
5. MetLife Life and AD&D Rate Renewal Analysis
6. MetLife Voluntary Life and AD&D Rate Renewal Analysis
7. 2021 Renewal & Marketing Presentation

RECOMMENDED MOTION

Authorize the Village Administrator to execute all contracts, applications, and other documents necessary to complete the July 1, 2021 renewal with BlueCross BlueShield for medical insurance, with Guardian for dental insurance, with MetLife for vision and life insurance, and with Envision for flexible spending account, COBRA, and partially self-funded plan benefit administration services; to continue to offer the health insurance waiver program at \$2,000 per year; to offer two HMO Plans – the existing Enhanced HMO Plan and a new Basic HMO Plan; to set employee Non-Wellness contribution levels for medical, dental, and vision insurance to 22% for employees enrolled in the PPO plan, 9% for employees enrolled in the HDHP/HSA plan, and 11% for employees enrolled in the Basic HMO plan; to authorize a 4% wellness incentive discount by setting employee Wellness Rate contribution levels for medical, dental, and vision insurance at 18% for employees enrolled in the PPO plan, 5% for employees enrolled in the HDHP/HSA plan, and 7% for employees enrolled in the Basic HMO plan; and to set the employee contribution levels for the existing Enhanced HMO Plan to be consistent with the above levels of 11% for Non-Wellness and 7% for Wellness, plus the total incremental costs between the Basic HMO Plan and the Enhanced HMO Plan would be added to both the Non-Wellness and Wellness employee contribution amounts.

WELLNESS HEALTH CARE PREMIUMS & EMPLOYEE CONTRIBUTIONS EFFECTIVE JULY 1, 2021				
PPO + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$809.44	\$39.42	\$4.72	\$853.58
Single plus Spouse	\$1,707.24	\$77.51	\$11.70	\$1,796.45
Single plus Child(ren)	\$1,773.40	\$91.71	\$10.89	\$1,876.00
Single plus Family	\$2,671.21	\$139.52	\$17.89	\$2,828.62

HDHP/HSA + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$681.98	\$39.42	\$4.72	\$726.12
Single plus Spouse	\$1,436.81	\$77.51	\$11.70	\$1,526.02
Single plus Child(ren)	\$1,492.42	\$91.71	\$10.89	\$1,595.02
Single plus Family	\$2,247.24	\$139.52	\$17.89	\$2,404.65

HMO Basic	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$565.61	\$39.42	\$4.72	\$609.75
Single plus Spouse	\$1,199.08	\$77.51	\$11.70	\$1,288.29
Single plus Child(ren)	\$1,245.75	\$91.71	\$10.89	\$1,348.35
Single plus Family	\$1,879.22	\$139.52	\$17.89	\$2,036.63

HMO Enhanced	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$614.77	\$39.42	\$4.72	\$658.91
Single plus Spouse	\$1,303.41	\$77.51	\$11.70	\$1,392.62
Single plus Child(ren)	\$1,354.15	\$91.71	\$10.89	\$1,456.75
Single plus Family	\$2,042.77	\$139.52	\$17.89	\$2,200.18

18% PPO Plan Contribution 5% HDHP/HSA Plan Contribution 7% HMO Plan Contribution			
Monthly Employee Contribution	%	Monthly Village Cost	%
\$153.64	18%	\$699.94	82%
\$323.36	18%	\$1,473.09	82%
\$337.68	18%	\$1,538.32	82%
\$509.16	18%	\$2,319.46	82%

Monthly Employee Contribution	%	Monthly Village Cost	%
\$36.30	5.0%	\$689.82	95%
\$76.30	5.0%	\$1,449.72	95%
\$79.76	5.0%	\$1,515.26	95%
\$120.24	5.0%	\$2,284.41	95%

Monthly Employee Contribution	%	Monthly Village Cost	%
\$42.68	7.0%	\$567.07	93%
\$90.18	7.0%	\$1,198.11	93%
\$94.38	7.0%	\$1,253.97	93%
\$142.56	7.0%	\$1,894.07	93%

Monthly Employee Contribution	%	Monthly Village Cost	%
\$91.84	14%	\$567.07	86%
\$194.51	14%	\$1,198.11	86%
\$202.78	14%	\$1,253.97	86%
\$306.11	14%	\$1,894.07	86%

Employee Contributions to Health Insurance - FY20 vs. FY21									
PPO + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year			
Single	139.28	\$153.64	\$14.36	10%	\$7	\$172			
Single plus Spouse	293.26	323.36	\$30.10	10%	\$15	\$361			
Single plus Child(ren)	322.90	337.68	\$14.78	5%	\$7	\$177			
Single plus Family	478.96	509.16	\$30.20	6%	\$15	\$362			
				8%	\$11	\$268			
AVERAGES									

HDHP + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
Single	32.40	36.30	\$3.90	12%	\$2	\$47
Single plus Spouse	68.24	\$76.30	\$8.06	12%	\$4	\$97
Single plus Child(ren)	75.18	79.76	\$4.58	6%	\$2	\$55
Single plus Family	111.60	120.24	\$8.64	8%	\$4	\$104
				9%	\$3	\$76
AVERAGES						

HMO Basic	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
Single	42.36	42.68	\$0.32	1%	\$0	\$4
Single plus Spouse	89.24	90.18	\$0.94	1%	\$0	\$11
Single plus Child(ren)	98.36	94.38	-\$3.98	-4%	-\$2	-\$48
Single plus Family	146.04	142.56	-\$3.48	-2%	-\$2	-\$42
				-1%	-\$1	-\$19
AVERAGES						

HMO Buy-Up	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
Single	42.36	91.84	\$49.48	117%	\$25	\$594
Single plus Spouse	89.24	194.51	\$105.27	118%	\$53	\$1,263
Single plus Child(ren)	98.36	202.78	\$104.42	106%	\$52	\$1,253
Single plus Family	146.04	306.11	\$160.07	110%	\$80	\$1,921
				113%	\$52	\$1,258
AVERAGES						

NON-WELLNESS HEALTH CARE PREMIUMS & EMPLOYEE CONTRIBUTIONS EFFECTIVE JULY 1, 2021				
PPO + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$809.44	\$39.42	\$4.72	\$853.58
Single plus Spouse	\$1,707.24	\$77.51	\$11.70	\$1,796.45
Single plus Child(ren)	\$1,773.40	\$91.71	\$10.89	\$1,876.00
Single plus Family	\$2,671.21	\$139.52	\$17.89	\$2,828.62

HDHP/HSA + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$681.98	\$39.42	\$4.72	\$726.12
Single plus Spouse	\$1,436.81	\$77.51	\$11.70	\$1,526.02
Single plus Child(ren)	\$1,492.42	\$91.71	\$10.89	\$1,595.02
Single plus Family	\$2,247.24	\$139.52	\$17.89	\$2,404.65

HMO Basic	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$565.61	\$39.42	\$4.72	\$609.75
Single plus Spouse	\$1,199.08	\$77.51	\$11.70	\$1,288.29
Single plus Child(ren)	\$1,245.75	\$91.71	\$10.89	\$1,348.35
Single plus Family	\$1,879.22	\$139.52	\$17.89	\$2,036.63

HMO Enhanced	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$614.77	\$39.42	\$4.72	\$658.91
Single plus Spouse	\$1,303.41	\$77.51	\$11.70	\$1,392.62
Single plus Child(ren)	\$1,354.15	\$91.71	\$10.89	\$1,456.75
Single plus Family	\$2,042.77	\$139.52	\$17.89	\$2,200.18

22% PPO Plan Contribution 9% HDHP/HSA Plan Contribution 11% HMO Plan Contribution				Employee Contributions to Health Insurance - FY20 vs. FY21						
Monthly Employee Contribution	%	Monthly Village Cost	%	PPO + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
\$187.78	22%	\$665.80	78%	Single	139.28	\$187.78	\$48.50	35%	\$24	\$582
\$395.22	22%	\$1,401.23	78%	Single plus Spouse	293.26	395.22	\$101.96	35%	\$51	\$1,224
\$412.72	22%	\$1,463.28	78%	Single plus Child(ren)	322.90	412.72	\$89.82	28%	\$45	\$1,078
\$622.30	22%	\$2,206.32	78%	Single plus Family	478.96	622.30	\$143.34	30%	\$72	\$1,720
								32%	\$48	\$1,151
AVERAGES										

Monthly Employee Contribution	%	Monthly Village Cost	%	HDHP + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
\$65.36	9.0%	\$660.76	91%	Single	32.40	65.36	\$32.96	102%	\$16	\$396
\$137.34	9.0%	\$1,388.68	91%	Single plus Spouse	68.24	\$137.34	\$69.10	101%	\$35	\$829
\$143.56	9.0%	\$1,451.46	91%	Single plus Child(ren)	75.18	143.56	\$68.38	91%	\$34	\$821
\$216.42	9.0%	\$2,188.23	91%	Single plus Family	111.60	216.42	\$104.82	94%	\$52	\$1,258
								97%	\$34	\$826
AVERAGES										

Monthly Employee Contribution	%	Monthly Village Cost	%	HMO Basic	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
\$67.08	11.0%	\$542.67	89%	Single	42.36	67.08	\$24.72	58%	\$12	\$297
\$141.72	11.0%	\$1,146.57	89%	Single plus Spouse	89.24	141.72	\$52.48	59%	\$26	\$630
\$148.32	11.0%	\$1,200.03	89%	Single plus Child(ren)	98.36	148.32	\$49.96	51%	\$25	\$600
\$224.02	11.0%	\$1,812.61	89%	Single plus Family	146.04	224.02	\$77.98	53%	\$39	\$936
								55%	\$26	\$615
AVERAGES										

Monthly Employee Contribution	%	Monthly Village Cost	%	HMO Buy-Up	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year
\$116.24	18%	\$542.67	82%	Single	42.36	116.24	\$73.88	174%	\$37	\$887
\$246.05	18%	\$1,146.57	82%	Single plus Spouse	89.24	246.05	\$156.81	176%	\$78	\$1,882
\$256.72	18%	\$1,200.03	82%	Single plus Child(ren)	98.36	256.72	\$158.36	161%	\$79	\$1,900
\$387.57	18%	\$1,812.61	82%	Single plus Family	146.04	387.57	\$241.53	165%	\$121	\$2,898
								169%	\$79	\$1,892
AVERAGES										

This page has been revised. Please see next page

***** CORRECTED NON-WELLNESS PREMIUM SHEET *****

NON-WELLNESS HEALTH CARE PREMIUMS & EMPLOYEE CONTRIBUTIONS EFFECTIVE JULY 1, 2021				
PPO + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$809.44	\$39.42	\$4.72	\$853.58
Single plus Spouse	\$1,707.24	\$77.51	\$11.70	\$1,796.45
Single plus Child(ren)	\$1,773.40	\$91.71	\$10.89	\$1,876.00
Single plus Family	\$2,671.21	\$139.52	\$17.89	\$2,828.62

HDHP/HSA + PSF	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$681.98	\$39.42	\$4.72	\$726.12
Single plus Spouse	\$1,436.81	\$77.51	\$11.70	\$1,526.02
Single plus Child(ren)	\$1,492.42	\$91.71	\$10.89	\$1,595.02
Single plus Family	\$2,247.24	\$139.52	\$17.89	\$2,404.65

HMO Basic	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$565.61	\$39.42	\$4.72	\$609.75
Single plus Spouse	\$1,199.08	\$77.51	\$11.70	\$1,288.29
Single plus Child(ren)	\$1,245.75	\$91.71	\$10.89	\$1,348.35
Single plus Family	\$1,879.22	\$139.52	\$17.89	\$2,036.63

HMO Enhanced	BCBS Health	Guardian Dental	Met Life Vision	Monthly Cost
Single	\$614.77	\$39.42	\$4.72	\$658.91
Single plus Spouse	\$1,303.41	\$77.51	\$11.70	\$1,392.62
Single plus Child(ren)	\$1,354.15	\$91.71	\$10.89	\$1,456.75
Single plus Family	\$2,042.77	\$139.52	\$17.89	\$2,200.18

22% PPO Plan Contribution 9% HDHP/HSA Plan Contribution 11% HMO Plan Contribution				Employee Contributions to Health Insurance - FY20 vs. FY21							
Monthly Employee Contribution	%	Monthly Village Cost	%	PPO + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year	
\$187.78	22%	\$665.80	78%	Single	154.76	\$187.78	\$33.02	21%	\$17	\$396	
\$395.22	22%	\$1,401.23	78%	Single plus Spouse	325.84	395.22	\$69.38	21%	\$35	\$833	
\$412.72	22%	\$1,463.28	78%	Single plus Child(ren)	358.78	412.72	\$53.94	15%	\$27	\$647	
\$622.30	22%	\$2,206.32	78%	Single plus Family	532.18	622.30	\$90.12	17%	\$45	\$1,081	
									19%	\$31	\$739
AVERAGES											

Monthly Employee Contribution	%	Monthly Village Cost	%	HDHP + PSF	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year	
\$65.36	9.0%	\$660.76	91%	Single	45.36	65.36	\$20.00	44%	\$10	\$240	
\$137.34	9.0%	\$1,388.68	91%	Single plus Spouse	95.54	\$137.34	\$41.80	44%	\$21	\$502	
\$143.56	9.0%	\$1,451.46	91%	Single plus Child(ren)	105.26	143.56	\$38.30	36%	\$19	\$460	
\$216.42	9.0%	\$2,188.23	91%	Single plus Family	156.24	216.42	\$60.18	39%	\$30	\$722	
									41%	\$20	\$481
AVERAGES											

Monthly Employee Contribution	%	Monthly Village Cost	%	HMO Basic	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year	
\$67.08	11.0%	\$542.67	89%	Single	54.48	67.08	\$12.60	23%	\$6	\$151	
\$141.72	11.0%	\$1,146.57	89%	Single plus Spouse	114.74	141.72	\$26.98	24%	\$13	\$324	
\$148.32	11.0%	\$1,200.03	89%	Single plus Child(ren)	126.46	148.32	\$21.86	17%	\$11	\$262	
\$224.02	11.0%	\$1,812.61	89%	Single plus Family	187.76	224.02	\$36.26	19%	\$18	\$435	
									21%	\$12	\$293
AVERAGES											

Monthly Employee Contribution	%	Monthly Village Cost	%	HMO Buy-Up	FY20 Emp. Contribution	FY21 Emp. Contribution	\$\$ Inc.	% Inc.	Per Paycheck	Per Plan Year	
\$116.24	18%	\$542.67	82%	Single	54.48	116.24	\$61.76	113%	\$31	\$741	
\$246.05	18%	\$1,146.57	82%	Single plus Spouse	114.74	246.05	\$131.31	114%	\$66	\$1,576	
\$256.72	18%	\$1,200.03	82%	Single plus Child(ren)	126.46	256.72	\$130.26	103%	\$65	\$1,563	
\$387.57	18%	\$1,812.61	82%	Single plus Family	187.76	387.57	\$199.81	106%	\$100	\$2,398	
									109%	\$65	\$1,569
AVERAGES											

***** CORRECTED NON-WELLNESS PREMIUM SHEET *****

Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: Varies*	Current					
	HMO Blue Advantage Entrepreneur NHHB194		Blue Cross Blue Shield H.S.A. BlueEdge NPEH1807 Emb		PPO BluePrint NPPE3Q24	
Waiting Period: Date of Hire	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Benefits						
Office Visits						
OV - Primary/Spec	\$30/\$50	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%
Urgent Care	Copay May Apply	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Deductible						
Individual	\$0	NA	\$5,000	\$10,000	\$3,500	\$7,000
Family	\$0	NA	\$10,000	\$20,000	\$10,500	\$21,000
Coinsurance	100%	NA	100%	80%	80%	60%
OPX Max (Including Ded)						
Individual Med OPX	\$1,500	NA	\$5,000	\$20,000	\$5,500	\$11,000
Family Med OPX	\$3,000	NA	\$10,000	\$40,000	\$10,200	\$20,400
Rx OPX (Indiv/Fam)	\$1,000/\$3,000	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000
Hospital Services						
Inpatient Hospital Admission	\$250 Copay/Day for 1st 5 Days	NA	Deduct	\$300+Ded+20%	Ded+20%	\$300+Ded+40%
Outpatient Surgery	\$0	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Emergency Room	\$150		Deduct		\$150	
Prescription Drugs						
Separate Rx Deductible	\$0	NA	Plan Ded	NA	\$0	NA
Tier 1/Tier 2/Tier 3/Specialty	\$15/35%/50%	NA	Deduct	See SPD	\$15/35%/50%	See SPD
90 Day Mail Order Available (Y/N)	2X's	NA	Deduct	NA	2X's	NA
Network Name	BCBS HMO	NA	BCBS PPO	NA	BCBS PPO	NA
Hospitals or Web Address	www.bcbsil.com					
Rates	HMO		H.S.A.		PPO	
EE	15	\$566.26	7	\$526.85	5	\$635.64
EESP	3	\$1,190.64	4	\$1,107.77	2	\$1,336.49
EECH	9	\$1,306.96	7	\$1,215.99	1	\$1,467.06
FAM	16	\$1,931.34	30	\$1,796.91	6	\$2,167.93
Monthly Admin Fee			\$0.00			
Estimated Monthly Premium	\$54,729.90		\$70,538.26		\$20,325.82	
Estimated Annual Premium			\$1,747,127.76			
Percentage Change From Current						

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

		Renewal					
ER Contrib to EE: Varies*		Blue Cross Blue Shield					
Waiting Period: Date of Hire		HMO Blue Advantage Entrepreneur NHHB194		H.S.A. BlueEdge NPEH1807 Emb		PPO BluePrint NPPE3Q24	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visits							
OV - Primary/Spec		\$30/\$50	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%
Urgent Care		Copay May Apply	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Deductible							
Individual		\$0	NA	\$5,000	\$10,000	\$3,500	\$7,000
Family		\$0	NA	\$10,000	\$20,000	\$10,500	\$21,000
Coinsurance		100%	NA	100%	80%	80%	60%
OPX Max (Including Ded)							
Individual Med OPX		\$1,500	NA	\$5,000	\$20,000	\$5,500	\$11,000
Family Med OPX		\$3,000	NA	\$10,000	\$40,000	\$10,200	\$20,400
Rx OPX (Indiv/Fam)		\$1,000/\$3,000	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000
Hospital Services							
Inpatient Hospital Admission		\$250 Copay/Day for 1st 5 Days	NA	Deduct	\$300+Ded+20%	Ded+20%	\$300+Ded+40%
Outpatient Surgery		\$0	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Emergency Room		\$150		Deduct		\$150	
Prescription Drugs							
Separate Rx Deductible		\$0	NA	Plan Ded	NA	\$0	NA
Tier 1/Tier 2/Tier 3/Specialty		\$15/35%/50%	NA	Deduct	See SPD	\$15/35%/50%	See SPD
90 Day Mail Order Available (Y/N)		2X's	NA	Deduct	NA	2X's	NA
Network Name		BCBS HMO	NA	BCBS PPO	NA	BCBS PPO	NA
Hospitals or Web Address		www.bcbsil.com					
Rates		HMO		H.S.A.		PPO	
EE		15	\$678.63	7	\$644.09	5	\$766.11
EESP		3	\$1,440.05	4	\$1,366.74	2	\$1,625.65
EECH		9	\$1,496.15	7	\$1,419.98	1	\$1,688.99
FAM		16	\$2,257.55	30	\$2,142.63	6	\$2,548.53
Monthly Admin Fee					\$0.00		
Estimated Monthly Premium		\$64,085.75		\$84,194.35		\$24,062.02	
Estimated Annual Premium		\$2,068,105.44					
Percentage Change From Current		18.4%					

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

		Renewal W/RATE RELIEF ADDING NEW HMO OPTION							
ER Contrib to EE: Varies*		Blue Cross Blue Shield							
Waiting Period: Date of Hire		HMO Blue Advantage Entrepreneur NHHB194		H.S.A. BlueEdge NPEH1807 Emb		PPO BluePrint NPPE3Q24		Blue Advantage HMO Value Choice MIBAV2130	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visits									
OV - Primary/Spec Urgent Care	\$30/\$50 Copay May Apply	NA	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%	\$50/\$70	NA
Deductible									
Individual	\$0	NA	NA	\$5,000	\$10,000	\$3,500	\$7,000	\$1,000	NA
Family	\$0	NA	NA	\$10,000	\$20,000	\$10,500	\$21,000	\$3,000	NA
Coinsurance		100%	NA	100%	80%	80%	60%	100%	NA
OPX Max (Including Ded)									
Individual Med OPX	\$1,500	NA	NA	\$5,000	\$20,000	\$5,500	\$11,000	\$3,000	NA
Family Med OPX	\$3,000	NA	NA	\$10,000	\$40,000	\$10,200	\$20,400	\$9,000	NA
Rx OPX (Indiv/Fam)	\$1,000/\$3,000	NA	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000	Included	NA
Hospital Services									
Inpatient Hospital Admission	\$250 Copay/Day for 1st 5 Days	NA	NA	Deduct	\$300+Ded+20%	Ded+20%	\$300+Ded+40%	\$200+Ded+20%	NA
Outpatient Surgery	\$0	NA	NA	Deduct	Ded+20%	Ded+20%	Ded+40%	\$150+Ded+20%	NA
Emergency Room	\$150			Deduct	Deduct	\$150	\$150	\$250+Ded+20%	
Prescription Drugs									
Separate Rx Deductible	\$0	NA	NA	Plan Ded	NA	\$0	NA	\$0	NA
Tier 1/Tier 2/Tier 3/Specialty	\$15/35%/50%	NA	NA	Deduct	See SPD	\$15/35%/50%	See SPD	\$0/\$10/\$50/	NA
90 Day Mail Order Available (Y/N)	2x's	NA	NA	Deduct	NA	2x's	NA	\$100/\$150/\$250	NA
Network Name	BCBS HMO	NA	NA	BCBS PPO	NA	BCBS PPO	NA	Blue Advantage HMO	NA
Hospitals or Web Address	www.bcbsil.com								
Rates		HMO		H.S.A.		PPO		HMO	
EE	15	\$613.77	7	\$582.52	5	\$692.89	0	\$564.61	
EESP	3	\$1,302.41	4	\$1,236.11	2	\$1,470.27	0	\$1,198.08	
EECH	9	\$1,353.15	7	\$1,284.26	1	\$1,527.55	0	\$1,244.75	
FAM	16	\$2,041.77	30	\$1,937.84	6	\$2,304.94	0	\$1,878.22	
Monthly Admin Fee	\$0.00								
Estimated Monthly Premium	\$57,960.45		\$76,147.10		\$21,762.18		\$0.00		
Estimated Annual Premium	\$1,870,436.76								
Percentage Change From Current	7.1%								

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* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills

Dental Plan Analysis

July 1, 2021 Renewal



Gallagher

Insurance | Risk Management | Consulting

ER Contrib to EE: Below * Waiting Period: Date of Hire	Current Guardian		Renewal Guardian		Current Guardian		Renewal Guardian	
	ASO PPO Dental		ASO PPO Dental		ASO PPO Dental		ASO PPO Dental	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible								
Single/Family	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Plan Max.	\$1,500		\$1,500		\$1,500		\$1,500	
Includes Rollover/Carryover?	No		No		No		No	
Benefits								
Type I - Prev. & Diagnostic	100%	100%	100%	100%	100%	100%	100%	100%
Deductible Waived (Yes/No)	Yes		Yes		Yes		Yes	
Type II - Basic Service	100%	85%	100%	85%	100%	85%	100%	85%
Type III - Major Services	60%	50%	60%	50%	60%	50%	60%	50%
Type IV - Orthodontic Services	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Max	\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia Age Limit	Children to Age 19		Children to Age 19		Children to Age 19		Children to Age 19	
Perio & Endo Benefits								
Perio - Non-Surg/Surg	100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%
Endo - Non-Surg/Surg	100%	85%	100%	85%	100%	85%	100%	85%
Waiting Periods	Late Entrants		Late Entrants		Late Entrants		Late Entrants	
Other Features								
U & C	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%
Min. Participation Req.	88%		88%		88%		88%	
Network Name	Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred	
Network Website	www.glic.com		www.glic.com		www.glic.com		www.glic.com	
Rate Guarantee	1 Year		1 Year		1 Year		1 Year	
Rates	Counts				COBRA Rates			
EE	29	ASO Admin Fee PEPM	ASO Admin Fee PEPM		\$40.47		\$39.42	
EESP	15	\$10.00	\$9.90		\$79.58		\$77.51	
EECH	19	Funding Factor	Funding Factor		\$94.16		\$91.71	
FAM	48	\$95.61	\$86.92		\$143.24		\$139.52	
Total	111	Annual Claims	Annual Claims					
		\$127,352.52	\$115,777.44					
Estimated Monthly Premium		\$11,722.71	\$10,747.02		\$11,031.89		\$10,745.28	
Estimated Annual Premium		\$140,672.52	\$128,964.24		\$132,382.68		\$128,943.36	
Percentage Change From Current			-8.3%				-2.6%	

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____

Village of Lake in the Hills

Dental Plan Analysis

July 1, 2021 Renewal



Gallagher

Insurance | Risk Management | Consulting

ER Contrib to EE: Below *		Current Guardian		Renewal Alternate 1 Guardian		Current Guardian		Renewal Alternate 1 Guardian	
Waiting Period: Date of Hire		ASO PPO Dental		ASO PPO w/ \$2,000 Max		ASO PPO Dental		ASO PPO w/ \$2,000 Max	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible									
Single/Family		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Plan Max.		\$1,500		\$2,000		\$1,500		\$2,000	
Includes Rollover/Carryover?		No		No		No		No	
Benefits									
Type I - Prev. & Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%
<i>Deductible Waived (Yes/No)</i>		Yes		Yes		Yes		Yes	
Type II - Basic Service		100%	85%	100%	85%	100%	85%	100%	85%
Type III - Major Services		60%	50%	60%	50%	60%	50%	60%	50%
Type IV - Orthodontic Services		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Max		\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia Age Limit		Children to Age 19		Children to Age 19		Children to Age 19		Children to Age 19	
Perio & Endo Benefits									
Perio - Non-Surg/Surg		100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%
Endo - Non-Surg/Surg		100%	85%	100%	85%	100%	85%	100%	85%
Waiting Periods		Late Entrants		Late Entrants		Late Entrants		Late Entrants	
Other Features									
U & C		Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%
Min. Participation Req.		88%		88%		88%		88%	
Network Name		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred	
Network Website		www.glic.com		www.glic.com		www.glic.com		www.glic.com	
Rate Guarantee		1 Year		1 Year		1 Year		1 Year	
Rates						COBRA Rates			
EE	29	ASO Admin Fee PEPM		ASO Admin Fee PEPM		\$40.47		\$40.93	
EESP	15	\$10.00		\$9.90		\$79.58		\$80.48	
EECH	19	Funding Factor		Funding Factor		\$94.16		\$95.22	
FAM	48	\$95.61		\$90.25		\$143.24		\$144.86	
Total	111	Annual Claims		Annual Claims					
		\$127,352.52		\$120,213.00					
Estimated Monthly Premium		\$11,722.71		\$11,116.65		\$11,031.89		\$11,156.63	
Estimated Annual Premium		\$140,672.52		\$133,399.80		\$132,382.68		\$133,879.56	
Percentage Change From Current				-5.2%				1.1%	

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

JW - 4/27/2021 - Page 2

* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

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Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____

Village of Lake in the Hills

Vision Plan Analysis

July 1, 2021 Renewal



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ER Contrib to EE: Below *	Current		Renewal		Option 1		Option 2	
Waiting Period: Date of Hire	Met Life		Met Life		Blue Cross Blue Shield		Delta Dental	
	Vision Plan		Vision Plan		Vision Plan		Vision Plan	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Overview of Benefits								
Exam Copay	\$0	\$0	\$0	\$0	\$10	\$10	\$10	\$10
Material Copay	\$0	\$0	\$0	\$0	\$10	\$10	\$25	\$25
Frequency (months)								
Exam/Lenses/Contacts	12/12/12		12/12/12		12/12/12		12/12/12	
Frames	24		24		24		24	
Benefit Allowances								
Exams	Covered in Full	Up to \$45	Covered in Full	Up to \$45	Covered in Full	Up to \$30	Covered in Full	Up to \$35
Frames	\$130 Allowance	Up to \$55	\$130 Allowance	Up to \$55	\$130 Allowance	Up to \$65	\$130 Allowance	Up to \$65
Single Vision Lenses	Covered in Full	Up to \$30	Covered in Full	Up to \$30	Covered in Full	Up to \$25	Covered in Full	Up to \$25
Bifocal Lenses	Covered in Full	Up to \$50	Covered in Full	Up to \$50	Covered in Full	Up to \$40	Covered in Full	Up to \$40
Trifocal Lenses	Covered in Full	Up to \$65	Covered in Full	Up to \$65	Covered in Full	Up to \$55	Covered in Full	Up to \$55
Contacts - Necessary	Covered in Full	Up to \$210	Covered in Full	Up to \$210	Covered in Full	Up to \$210	Covered in Full	Up to \$200
Contacts - Elective	\$130 Allowance	Up to \$80	\$130 Allowance	Up to \$80	\$130 Allowance	Up to \$104	\$100 Allowance	Up to \$80
Other Features								
Network Name	VSP		VSP		EyeMed		EyeMed Select	
Network Website	www.metlife.com		www.metlife.com		www.eyemed.com		www.eyemed.com	
Minimum Participation	88%		88%		75%		10 Enrolled	
Rate Guarantee	1 Year		1 Year		4 Years - Renews 7/1/2025		1 Year	
Rates	Counts							
EE	30	\$4.54	\$4.72	\$6.67	\$4.96			
EESP	15	\$11.25	\$11.70	\$12.65	\$9.68			
EECH	19	\$10.47	\$10.89	\$13.32	\$10.84			
FAM	49	\$17.20	\$17.89	\$19.59	\$15.65			
Estimated Monthly Premium		\$1,346.68	\$1,400.62	\$1,602.84	\$1,266.81			
Estimated Annual Premium		\$16,160.16	\$16,807.44	\$19,234.08	\$15,201.72			
Percentage Change From			4%	19%	-5.9%			

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

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Village of Lake in the Hills

Life & AD&D - Basic Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: 100% *	Current	Renewal	Option 1
Waiting Period: Date of Hire	Met Life Basic Life	Met Life Basic Life	Blue Cross Blue Shield Basic Life
Benefits			
Class 1 Definition	Village Administrator	Village Administrator	Village Administrator
Class 1 EE Life Benefit	1.5x's BAE, max \$250k min \$50k	1.5x's BAE, max \$250k min \$50k	1.5x's BAE, max \$250k min \$50k
Class 1 EE Guaranteed Issue	\$250,000	\$250,000	\$250,000
Class 1 EE AD&D Benefit	Matches Life	Matches Life	Matches Life
Class 2 Definition	All Other Full Time EEs	All Other Full Time EEs	All Other Full Time Employees (2. Police & 3. Other)
Class 2 EE Life Benefit	1x's BAE, max \$250k min \$50k	1x's BAE, max \$250k min \$50k	1x's BAE, max \$250k min \$50k
Class 2 EE Guaranteed Issue	\$250,000	\$250,000	\$250,000
Class 2 EE AD&D Benefit	Matches Life	Matches Life	Matches Life
Dependent Coverage			
Spouse Life Benefit	\$5,000	\$5,000	\$5,000
Spouse Guaranteed Issue	\$5,000	\$5,000	\$5,000
Spouse AD&D Benefit	NA	NA	NA
Child(ren) 0-14 d	\$0	\$0	\$0
Child(ren) 15 d to 6 mo.	\$100	\$100	\$100
Child(ren) 6 mo. to 19 yr.	\$2,500	\$2,500	\$2,500
Max Dependent Age	21, 23 if FT Student	21, 23 if FT Student	26
Rate per Dep Unit	\$0.69 Per Dep Unit	\$0.69 Per Dep Unit	\$0.69 Per Dep Unit
Other Features			
Reduction Schedule	By 35% @ 70, 50% @ 75	By 35% @ 70, 50% @ 75	By 35% @ 70, 50% @ 75
EAP Included (Yes/No)	No	No	No
Travel Assist (Yes/No)	No	No	Yes
Identity Theft Services (Yes/No)	No	No	No
Minimum Participation	100%	100%	100%
Rate Guarantee	1 Year	1 Year	2 Years - Renews 7/1/2023
Rates	Volume		
Life Rate per \$1,000	\$8,884,000	\$0.113	\$0.118
AD&D Rate per \$1,000		\$0.027	\$0.027
Estimated Monthly Premium		\$1,243.76	\$1,288.18
Estimated Annual Premium		\$14,925.12	\$15,458.16
Percentage Change From Current			3.6%
			22.1%

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* Employee pays cost of dependent life coverage.

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Village of Lake in the Hills

Voluntary Life & AD&D - Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE:	0%	Current	Renewal	Option 1
Waiting Period: Date of Hire		Met Life	Met Life	Blue Cross Blue Shield
		Voluntary Life	Voluntary Life	Voluntary Life
Benefits				
Eligibility		All Full Time EE's	All Full Time EE's	All Full Time EE's
EE Life Benefit		\$10k Increments to lesser of 5x's BAE or \$500k	\$10k Increments to lesser of 5x's BAE or \$500k	\$10k Increments to lesser of 5x's BAE or \$500k
EE Guaranteed Issue		\$100,000	\$100,000	\$100,000
EE AD&D Benefit		Same as Life	Same as Life	Same as Life
Dependent Coverage				
Spouse Life Benefit		\$5k Increments to lesser of \$250k or 50% of EE Life	\$5k Increments to lesser of \$250k or 50% of EE Life	\$5k Increments to lesser of \$250k or 50% of EE Life
Spouse Guaranteed Issue		\$10,000	\$10,000	\$10,000
Spouse AD&D Benefit		Same as Life	Same as Life	Same as Life
Child(ren) 0-14 d		\$0	\$0	\$0
Child(ren) 15 d to 6 mo.		\$1,000	\$1,000	\$1,000
Child(ren) 6 mo. to 19 yr.		\$2,500, \$5k or \$7,500	\$2,500, \$5k or \$7,500	\$2,500, \$5k or \$7,500
Max Dependent Age		19, 23 if FT student	19, 23 if FT student	26
Other Features				
Reduction Schedule		None	None	None
EAP Included (Yes/No)		No	No	No
Travel Assist (Yes/No)		Yes	Yes	No
Identity Theft Services (Yes/No)		Yes	Yes	No
Minimum Participation		29% and at least 10 enrolled	29% and at least 10 enrolled	55%
Rate Guarantee		1 Year	1 Year	2 Years - Renews 7/1/2023
Rates				
Life Rate per \$1,000		Age Rated	Age Rated	Age Rated
AD&D Rate per \$1,000		See Attached Rate Grid	See Attached Rate Grid	See Attached Rate Grid

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Village of Lake in the Hills

Voluntary Life & AD&D - Plan Analysis

July 1, 2021 Renewal



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Current Met Life Rate Per \$1,000			Renewal Met Life Rate Per \$1,000			Option 1 Blue Cross Blue Shield Rate Per \$1,000		
Age	EE	SP	Age	EE	SP	Age	EE	SP
<30	\$ 0.062	\$ 0.062	<30	\$ 0.062	\$ 0.062	<30	\$0.062	\$ 0.062
30-34	\$ 0.080	\$ 0.080	30-34	\$ 0.080	\$ 0.080	30-34	\$0.080	\$ 0.080
35-39	\$ 0.090	\$ 0.090	35-39	\$ 0.090	\$ 0.090	35-39	\$0.090	\$ 0.090
40-44	\$ 0.109	\$ 0.109	40-44	\$ 0.109	\$ 0.109	40-44	\$0.109	\$ 0.109
45-49	\$ 0.174	\$ 0.174	45-49	\$ 0.174	\$ 0.174	45-49	\$0.174	\$ 0.174
50-54	\$ 0.274	\$ 0.274	50-54	\$ 0.274	\$ 0.274	50-54	\$0.274	\$ 0.274
55-59	\$ 0.432	\$ 0.432	55-59	\$ 0.432	\$ 0.432	55-59	\$0.432	\$ 0.432
60-64	\$ 0.748	\$ 0.748	60-64	\$ 0.748	\$ 0.748	60-64	\$0.748	\$ 0.748
65-69	\$ 1.368	\$ 1.368	65-69	\$ 1.368	\$ 1.368	65-69	\$1.368	\$ 1.368
70+	\$ 2.198	\$ 2.198	70+	\$ 2.198	\$ 2.198	70+	\$2.198	\$ 2.198
AD&D	\$ 0.028	\$ 0.028	AD&D	\$ 0.028	\$ 0.028	AD&D	\$0.028	\$ 0.028
Child Life		\$ 0.240	Child Life		\$ 0.240	Child Life		\$ 0.240
Child AD&D		\$ 0.051	Child AD&D		\$ 0.051	Child AD&D		\$ 0.051

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2021 Renewal & Marketing Presentation

Prepared for

Village of Lake in the Hills

Presented by

Tim Knauf, Sr. Area Vice President

IMPORTANT: This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of Gallagher. This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



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Village of Lake in the Hills

2021 Medical Market Study

	Results	Comments
Blue Cross Blue Shield	Current Carrier	
Aetna	Declined to Quote	Due to Uncompetitive Rates
CIGNA	Received	Refer to Analysis for Proposal; Subject to Employer Gatekeeper for UW
Humana	Declined to Quote	Due to Uncompetitive Rates & Plan Designs
UnitedHealthcare	Received	Refer to Analysis for Proposal; Subject to Employer Application

JW - 4/28/2021

Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



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ER Contrib to EE: <u>Varies*</u> Waiting Period: <u>Date of Hire</u>	Current					
	HMO Blue Advantage Entrepreneur NHHB194		H.S.A. BlueEdge NPEH1807 Emb		PPO BluePrint NPPE3Q24	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Benefits						
Office Visits						
OV - Primary/Spec	\$30/\$50	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%
Urgent Care	Copay May Apply	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Deductible						
Individual	\$0	NA	\$5,000	\$10,000	\$3,500	\$7,000
Family	\$0	NA	\$10,000	\$20,000	\$10,500	\$21,000
Coinsurance	100%	NA	100%	80%	80%	60%
OPX Max (Including Ded)						
Individual Med OPX	\$1,500	NA	\$5,000	\$20,000	\$5,500	\$11,000
Family Med OPX	\$3,000	NA	\$10,000	\$40,000	\$10,200	\$20,400
Rx OPX (Indiv/Fam)	\$1,000/\$3,000	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000
Hospital Services						
Inpatient Hospital Admission	\$250 Copay/Day for 1st 5 Days	NA	Deduct	\$300+Ded+20%	Ded+20%	\$300+Ded+40%
Outpatient Surgery	\$0	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Emergency Room	\$150		Deduct	\$150		
Prescription Drugs						
Separate Rx Deductible	\$0	NA	Plan Ded	NA	\$0	NA
Tier 1/Tier 2/Tier 3/Specialty	\$15/35%/50%	NA	Deduct	See SPD	\$15/35%/50%	See SPD
90 Day Mail Order Available (Y/N)	2x's	NA	Deduct	NA	2x's	NA
Network Name	BCBS HMO	NA	BCBS PPO	NA	BCBS PPO	NA
Hospitals or Web Address	www.bcbsil.com					
Rates	HMO		H.S.A.		PPO	
EE	15	\$566.26	7	\$526.85	5	\$635.64
EESP	3	\$1,190.64	4	\$1,107.77	2	\$1,336.49
EECH	9	\$1,306.96	7	\$1,215.99	1	\$1,467.06
FAM	16	\$1,931.34	30	\$1,796.91	6	\$2,167.93
Monthly Admin Fee	\$0.00					
Estimated Monthly Premium	\$54,729.90		\$70,538.26		\$20,325.82	
Estimated Annual Premium	\$1,747,127.76					
Percentage Change From Current						

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JW - 4/1/2021 - Page 1

* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

		Renewal					
ER Contrib to EE: Varies*		Blue Cross Blue Shield					
Waiting Period: Date of Hire		HMO Blue Advantage Entrepreneur NHHB194		H.S.A. BlueEdge NPEH1807 Emb		PPO BluePrint NPPE3Q24	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visits							
OV - Primary/Spec		\$30/\$50	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%
Urgent Care		Copay May Apply	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Deductible							
Individual		\$0	NA	\$5,000	\$10,000	\$3,500	\$7,000
Family		\$0	NA	\$10,000	\$20,000	\$10,500	\$21,000
Coinsurance		100%	NA	100%	80%	80%	60%
OPX Max (Including Ded)							
Individual Med OPX		\$1,500	NA	\$5,000	\$20,000	\$5,500	\$11,000
Family Med OPX		\$3,000	NA	\$10,000	\$40,000	\$10,200	\$20,400
Rx OPX (Indiv/Fam)		\$1,000/\$3,000	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000
Hospital Services							
Inpatient Hospital Admission		\$250 Copay/Day for 1st 5 Days	NA	Deduct	\$300+Ded+20%	Ded+20%	\$300+Ded+40%
Outpatient Surgery		\$0	NA	Deduct	Ded+20%	Ded+20%	Ded+40%
Emergency Room		\$150		Deduct		\$150	
Prescription Drugs							
Separate Rx Deductible		\$0	NA	Plan Ded	NA	\$0	NA
Tier 1/Tier 2/Tier 3/Specialty		\$15/35%/50%	NA	Deduct	See SPD	\$15/35%/50%	See SPD
90 Day Mail Order Available (Y/N)		2x's	NA	Deduct	NA	2x's	NA
Network Name		BCBS HMO	NA	BCBS PPO	NA	BCBS PPO	NA
Hospitals or Web Address		www.bcbsil.com					
Rates		HMO		H.S.A.		PPO	
EE	15	\$678.63	7	\$644.09	5	\$766.11	
EESP	3	\$1,440.05	4	\$1,366.74	2	\$1,625.65	
EECH	9	\$1,496.15	7	\$1,419.98	1	\$1,688.99	
FAM	16	\$2,257.55	30	\$2,142.63	6	\$2,548.53	
Monthly Admin Fee				\$0.00			
Estimated Monthly Premium		\$64,085.75		\$84,194.35		\$24,062.02	
Estimated Annual Premium		\$2,068,105.44					
Percentage Change From Current		18.4%					

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JW - 4/26/2021 - Page 2

* Employee cost varies by plan and wellness program participation.

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Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____

Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: Varies*	Renewal Alternate 1 Blue Cross Blue Shield						
	Blue Advantage HMO Value Choice MIBAV2130		H.S.A. BlueEdge MIEEE1071 Emb		PPO Blue Choice Option MICOE1051		
Waiting Period: Date of Hire	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
Benefits							
Office Visits							
OV - Primary/Spec	\$50/\$70	NA	Ded+20%	Ded+40%	Ded+20%	Ded+40%	Ded+50%
Urgent Care	\$50/\$70	NA	Ded+20%	Ded+40%	Ded+20%	Ded+40%	Ded+50%
Deductible							
Individual	\$1,000	NA	\$5,000	\$10,000	\$3,500	\$5,000	\$10,000
Family	\$3,000	NA	\$10,000	\$20,000	\$7,000	\$10,000	\$20,000
Coinsurance	100%	NA	80%	60%	80%	60%	50%
OPX Max (Including Ded)							
Individual Med OPX	\$3,000	NA	\$7,000	\$21,000	\$5,500	\$7,000	\$21,000
Family Med OPX	\$9,000	NA	\$14,000	\$42,000	\$11,000	\$14,000	\$42,000
Rx OPX (Indiv/Fam)	Included	NA	Included	Included	Included	Included	Included
Hospital Services							
Inpatient Hospital Admission	\$200+Ded+20%	NA	Ded+20%	\$300+Ded+40%	Ded+20%	Ded+40%	Ded+50%
Outpatient Surgery	\$150+Ded+20%	NA	Ded+20%	Ded+40%	Ded+20%	Ded+40%	Ded+50%
Emergency Room	\$250+Ded+20%		Ded+20%		Ded+20%		
Prescription Drugs							
Separate Rx Deductible	\$0	NA	Plan Ded	NA	Plan Ded		NA
Tier 1/Tier 2/Tier 3/Specialty	\$0/\$10/\$50/ \$100/\$150/\$250	NA	Ded+10%/20%/30%/40%/50%	See SPD	Ded+10%/20%/30%/40%/50%		See SPD
90 Day Mail Order Available (Y/N)	2x's	NA	Ded+10%/20%/30%	NA	Ded+10%/20%/30%		NA
Network Name	Blue Advantage HMO	NA	BCBS PPO	NA	Blue Choice PPO	BCBS PPO	NA
Hospitals or Web Address	www.bcbsil.com						
Rates	HMO		H.S.A.		PPO		
EE	15	\$624.27	7	\$614.92	5		\$584.96
EESP	3	\$1,324.69	4	\$1,304.83	2		\$1,241.28
EECH	9	\$1,376.30	7	\$1,355.66	1		\$1,289.64
FAM	16	\$2,076.72	30	\$2,045.57	6		\$1,945.95
Monthly Admin Fee	\$0.00						
Estimated Monthly Premium	\$58,952.34		\$80,380.48		\$18,372.70		
Estimated Annual Premium	\$1,892,466.24						
Percentage Change From Current	8.3%						

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* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



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		Option 1 UnitedHealthcare							
ER Contrib to EE: Varies*		Navigate HMO BFC4 MOD w/ Rx EUX		Nexus ACO Tiered H.S.A. BTX4 w/ Rx 2VX-H.S.A.			Nexus ACO Tiered PPO CFMM w/ Rx EUX		
Waiting Period: Date of Hire		In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
Benefits									
Office Visits									
OV - Primary/Spec		\$30/\$50	NA	Deduct	Ded+20%	Ded+30%	\$10/\$40	\$40/\$100	Ded+30%
Urgent Care		\$75	NA	Deduct	Deduct	Ded+30%	\$50	\$50	Ded+30%
Deductible									
Individual		\$0	NA	\$5,000		\$10,000	\$3,000		\$7,500
Family		\$0	NA	\$10,000		\$20,000	\$6,000		\$15,000
Coinsurance									
		100%	NA	100%	80%	70%	100%	80%	70%
OPX Max (Including Ded)									
Individual Med OPX		\$1,500	NA	\$6,500		\$20,000	\$6,000		\$15,000
Family Med OPX		\$3,000	NA	\$13,000		\$40,000	\$12,000		\$30,000
Rx OPX (Indiv/Fam)		Included	NA	Included	Included	Included	Included	Included	Included
Hospital Services									
Inpatient Hospital Admission		\$250 Copay/Day for 1st 5 Days	NA	Deduct	\$500+Ded+20%	\$500+Ded+30%	Deduct	\$500+Ded+20%	\$500+Ded+30%
Outpatient Surgery		\$0	NA	Deduct	\$250+Ded+20%	\$250+Ded+30%	Deduct	\$250+Ded+20%	\$250+Ded+30%
Emergency Room		\$150		Deduct			\$300+Deduct		
Prescription Drugs									
Separate Rx Deductible		\$0	NA	Plan Ded		NA	\$0		NA
Tier 1/Tier 2/Tier 3/Specialty		\$10/\$40/\$75/\$125	NA	Deduct+\$10/\$35/\$60		See SPD	\$10/\$40/\$75/\$125		See SPD
90 Day Mail Order Available (Y/N)		2.5x's	NA	2.5x's		NA	2.5x's		NA
Network Name									
Hospitals or Web Address		Navigate HMO	NA	UHC Tier 1	UHC Tier 2	NA	UHC Tier 1	UHC Tier 2	NA
www.welcometouhc.com									
Rates									
		HMO		H.S.A.			PPO		
EE	15		\$686.60	7		\$479.90	5		\$552.26
EESP	3		\$1,443.66	4		\$1,009.03	2		\$1,161.18
EECH	9		\$1,584.70	7		\$1,107.61	1		\$1,274.62
FAM	16		\$2,341.77	30		\$1,636.76	6		\$1,883.55
Monthly Admin Fee						\$0.00			
Estimated Monthly Premium		\$66,360.60		\$64,251.49			\$17,659.58		
Estimated Annual Premium		\$1,779,260.04							
Percentage Change From Current		1.8%							

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employee cost varies by plan and wellness program participation.

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Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____

Village of Lake in the Hills

Major Medical Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: Varies*		Option 2 CIGNA					
Waiting Period: Date of Hire		CIGNA One Health 100% Coins		Choice Fund H.S.A. OAP		Trans Open Access Plus PPO	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	
Office Visits							
OV - Primary/Spec	\$30/\$50	NA	Deduct	Ded+20%	\$20/\$40	Ded+40%	
Urgent Care	\$60	NA	Deduct	Ded+20%	Ded+20%	Ded+40%	
Deductible							
Individual	\$0	NA	\$5,000	\$10,000	\$3,500	\$7,000	
Family	\$0	NA	\$10,000	\$20,000	\$10,500	\$21,000	
Coinsurance	100%	NA	100%	80%	80%	60%	
OPX Max (Including Ded)							
Individual Med OPX	\$1,500	NA	\$5,000	\$20,000	\$5,500	\$11,000	
Family Med OPX	\$3,000	NA	\$10,000	\$40,000	\$10,500	\$20,400	
Rx OPX (Indiv/Fam)	\$1,000/\$3,000	NA	Included	Included	\$1,000/\$3,000	\$1,000/\$3,000	
Hospital Services							
Inpatient Hospital Admission	\$250 Copay/Day for 1st 5 Days	NA	Deduct	Ded+20%	Ded+20%	\$300+Ded+40%	
Outpatient Surgery	\$0	NA	Deduct	Ded+20%	Ded+20%	Ded+40%	
Emergency Room	\$150		Deduct	\$150			
Prescription Drugs							
Separate Rx Deductible	\$0	NA	Plan Ded	NA	\$0	NA	
Tier 1/Tier 2/Tier 3/Specialty	\$15/35%/50%	NA	Deduct	See SPD	\$15/35%/50%	See SPD	
90 Day Mail Order Available (Y/N)	2x's	NA	Deduct	NA	2x's	NA	
Network Name	CIGNA	NA	CIGNA	NA	CIGNA	NA	
Hospitals or Web Address	www.cigna.com						
Rates	HMO		H.S.A.		PPO		
EE	15	\$605.44	7	\$559.08	5	\$679.63	
EESP	3	\$1,273.25	4	\$1,180.41	2	\$1,429.26	
EECH	9	\$1,397.37	7	\$1,295.89	1	\$1,568.59	
FAM	16	\$2,065.16	30	\$1,917.22	6	\$2,318.22	
Monthly Admin Fee	\$0.00						
Estimated Monthly Premium	\$58,520.24		\$75,223.03		\$21,734.58		
Estimated Annual Premium	\$1,865,734.20						
Percentage Change From Current	6.8%						

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employee cost varies by plan and wellness program participation.

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Village of Lake in the Hills
Historical Plans/Rates



Year	7/1/2021					
Current Carrier	Blue Cross Blue Shield					
Renewal Increase/Decrease	18.4%					
Result	Pending					
SOLD @ Renewal	HMO		H.S.A.		PPO	
OV Copay	\$30		Ded.		\$20	
EE Ded	\$0		\$5,000		\$3,500	
Colinsurance	100%		100%		80%	
Out of Pocket (Incl Ded)	\$1,500		\$5,000		\$5,500	
Rx Benefit	\$15/35%/50%		Deduct		\$15/35%/50%	
Sold Rates	Counts	Rates	Counts	Rates	Counts	Rates
EE	15	\$678.63	7	\$644.09	5	\$766.11
EESP	3	\$1,440.05	4	\$1,366.74	2	\$1,625.65
EECH	9	\$1,496.15	7	\$1,419.98	1	\$1,688.99
FAM	16	\$2,257.55	30	\$2,142.63	6	\$2,548.53
Monthly Premium	43	\$64,085.75	48	\$84,194.35	14	\$24,062.02
Annual Premium	\$769,029.00		\$1,010,332.20		\$288,744.24	
Annual Combined Total			\$2,068,105.44			
Cost PEPE	\$17,884.40		\$21,048.59		\$20,624.59	
Combined Cost PEPE			\$19,696.24			

Village of Lake in the Hills
Historical Plans/Rates



Year	7/1/2019						7/1/2020					
Current Carrier	Blue Cross Blue Shield						Blue Cross Blue Shield					
Renewal Increase/Decrease	5.4%						7.1%					
Rate Relief Result	2.1%						3.4%					
Final Rate Relief Result	0.2%						2.7%					
Result	Renewed with Rate Relief and Dropped 4th Select Plan						Renewed with Rate Relief					
SOLD @ Renewal	HMO		H.S.A.		PPO		HMO		H.S.A.		PPO	
OV Copay	\$30		Ded.		\$20		\$30		Ded.		\$20	
EE Ded	\$0		\$5,000		\$3,500		\$0		\$5,000		\$3,500	
Coinsurance	100%		100%		80%		100%		100%		80%	
Out of Pocket (Incl Ded)	\$1,500		\$5,000		\$5,500		\$1,500		\$5,000		\$5,500	
Rx Benefit	\$15/35%/50%		Deduct		\$15/35%/50%		\$15/35%/50%		Deduct		\$15/35%/50%	
Sold Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates
EE	10	\$569.43	6	\$538.61	5	\$626.36	15	\$566.26	7	\$526.85	5	\$635.64
EESP	3	\$1,178.41	6	\$1,114.62	2	\$1,296.24	3	\$1,190.64	4	\$1,107.77	2	\$1,336.49
EECH	11	\$1,251.71	2	\$1,183.96	1	\$1,376.88	9	\$1,306.96	7	\$1,215.99	1	\$1,467.06
FAM	21	\$1,860.69	28	\$1,759.97	6	\$2,046.74	16	\$1,931.34	30	\$1,796.91	6	\$2,167.93
Monthly Premium	45	\$62,072.83	42	\$61,566.46	14	\$19,381.60	43	\$54,729.90	48	\$70,538.26	14	\$20,325.82
Annual Premium		\$744,873.96		\$738,797.52		\$232,579.20		\$656,758.80		\$846,459.12		\$243,909.84
Annual Combined Total				\$1,716,250.68						\$1,747,127.76		
Cost PEPY		\$16,552.75		\$17,590.42		\$16,612.80		\$15,273.46		\$17,634.57		\$17,422.13
Combined Cost PEPY				\$16,992.58				\$16,639.31				

Village of Lake in the Hills
Historical Plans/Rates



Year	7/1/2017						7/1/2018					
Current Carrier	Blue Cross Blue Shield						Blue Cross Blue Shield					
Renewal Increase/Decrease	12.8%						9.9%					
Final Rate Relief Result	6.2%						6.6%					
Result	Renewed with Rate Relief						Renewed with Rate Relief and Added 4th Plan (no enrollment in Select PPO Plan)					
SOLD @ Renewal	HMO		H.S.A.		PPO		HMO		H.S.A.		PPO	
OV Copay	\$30		Deduct		\$20		\$30		Deduct		\$20	
EE Ded	\$0		\$5,000		\$3,500		\$0		\$5,000		\$3,500	
Coinsurance	100%		100%		80%		100%		100%		80%	
Out of Pocket (Incl Ded)	\$1,500		\$5,000		\$5,500		\$1,500		\$5,000		\$5,500	
Rx Benefit	\$15/35%/50%		Deduct		\$15/35%/50%		\$15/35%/50%		Deduct		\$15/35%/50%	
Sold Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates	Counts	Rates
EE	14	\$534.41	7	\$460.74	5	\$562.83	11	\$575.91	7	\$507.33	4	\$612.84
EESP	7	\$1,129.25	4	\$973.60	4	\$1,189.35	4	\$1,220.84	4	\$1,075.47	2	\$1,299.13
EECH	10	\$1,236.94	0	\$1,066.45	3	\$1,302.76	10	\$1,283.06	2	\$1,130.28	1	\$1,365.34
FAM	25	\$1,831.80	23	\$1,579.31	14	\$1,929.28	20	\$1,928.00	27	\$1,698.41	9	\$2,051.64
Monthly Premium	56	\$73,550.89	34	\$43,443.71	26	\$38,489.75	45	\$62,608.97	40	\$55,970.82	16	\$24,879.72
Annual Premium	\$882,610.68		\$521,324.52		\$461,877.00		\$751,307.64		\$671,649.84		\$298,556.64	
Annual Combined Total			\$1,865,812.20						\$1,721,514.12			
Cost PEPE	\$15,760.91		\$15,333.07		\$17,764.50		\$16,695.73		\$16,791.25		\$18,659.79	
Combined Cost PEPE			\$16,084.59						\$17,044.69			



Insurance | Risk Management | Consulting

Village of Lake in the Hills

2021 Dental Market Study

	Dental	Comments
Guardian	Current Carrier	
Blue Cross Blue Shield	Received	Refer to Analysis; Renewal Discounts Available with Dental
Delta Dental	Received	Refer to Analysis
Humana	Declined to Quote	Due to Uncompetitive Rates
Met Life	Received	Refer to Analysis; Renewal Discounts Available with Dental
Principal	Received	Uncompetitive FI Proposal 12.4% Over Current COBRA Rates

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Village of Lake in the Hills

Dental Plan Analysis

July 1, 2021 Renewal



Gallagher

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ER Contrib to EE: Below *		Current Guardian		Renewal Guardian		Current Guardian		Renewal Guardian	
Waiting Period: Date of Hire		ASO PPO Dental		ASO PPO Dental		ASO PPO Dental		ASO PPO Dental	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible									
Single/Family		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Plan Max.		\$1,500		\$1,500		\$1,500		\$1,500	
Includes Rollover/Carryover?		No		No		No		No	
Benefits									
Type I - Prev. & Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%
Deductible Waived (Yes/No)		Yes		Yes		Yes		Yes	
Type II - Basic Service		100%	85%	100%	85%	100%	85%	100%	85%
Type III - Major Services		60%	50%	60%	50%	60%	50%	60%	50%
Type IV - Orthodontic Services		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Max		\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia Age Limit		Children to Age 19		Children to Age 19		Children to Age 19		Children to Age 19	
Perio & Endo Benefits									
Perio - Non-Surg/Surg		100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%
Endo - Non-Surg/Surg		100%	85%	100%	85%	100%	85%	100%	85%
Waiting Periods		Late Entrants		Late Entrants		Late Entrants		Late Entrants	
Other Features									
U & C		Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%
Min. Participation Req.		88%		88%		88%		88%	
Network Name		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred	
Network Website		www.glic.com		www.glic.com		www.glic.com		www.glic.com	
Rate Guarantee		1 Year		1 Year		1 Year		1 Year	
Rates	Counts					COPRA Rate			
EE	29	ASO Admin Fee PEPM		ASO Admin Fee PEPM		\$40.47		\$39.42	
EESP	15	\$10.00		\$9.90		\$79.58		\$77.51	
EECH	19	Funding Factor		Funding Factor		\$94.16		\$91.71	
FAM	48	\$95.61		\$86.92		\$143.24		\$139.52	
Total	111	Annual Claims		Annual Claims					
		\$127,352.52		\$115,777.44					
Estimated Monthly Premium		\$11,722.71		\$10,747.02		\$11,031.89		\$10,745.28	
Estimated Annual Premium		\$140,672.52		\$128,964.24		\$132,382.68		\$128,943.36	
Percentage Change From Current				-8.3%				-2.6%	

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

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Village of Lake in the Hills

Dental Plan Analysis

July 1, 2021 Renewal



Gallagher

Insurance | Risk Management | Consulting

ER Contrib to EE: Below *		Current Guardian		Renewal Alternate 1 Guardian		Current Guardian		Renewal Alternate 1 Guardian	
Waiting Period: Date of Hire		ASO PPO Dental		ASO PPO w/ \$2,000 Max		ASO PPO Dental		ASO PPO w/ \$2,000 Max	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible									
Single/Family		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Plan Max.		\$1,500		\$2,000		\$1,500		\$2,000	
Includes Rollover/Carryover?		No		No		No		No	
Benefits									
Type I - Prev. & Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%
Deductible Waived (Yes/No)		Yes		Yes		Yes		Yes	
Type II - Basic Service		100%	85%	100%	85%	100%	85%	100%	85%
Type III - Major Services		60%	50%	60%	50%	60%	50%	60%	50%
Type IV - Orthodontic Services		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Max		\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia Age Limit		Children to Age 19		Children to Age 19		Children to Age 19		Children to Age 19	
Perio & Endo Benefits									
Perio - Non-Surg/Surg		100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%	100%/60%	85%/50%
Endo - Non-Surg/Surg		100%	85%	100%	85%	100%	85%	100%	85%
Waiting Periods		Late Entrants		Late Entrants		Late Entrants		Late Entrants	
Other Features									
U & C		Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%
Min. Participation Req.		88%		88%		88%		88%	
Network Name		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred		Dental Guard Preferred	
Network Website		www.glic.com		www.glic.com		www.glic.com		www.glic.com	
Rate Guarantee		1 Year		1 Year		1 Year		1 Year	
Rates						GOURA Rates			
Counts									
EE	29	ASO Admin Fee PEPM		ASO Admin Fee PEPM		\$40.47		\$40.93	
EESP	15	\$10.00		\$9.90		\$79.58		\$80.48	
EECH	19	Funding Factor		Funding Factor		\$94.16		\$95.22	
FAM	48	\$95.61		\$90.25		\$143.24		\$144.86	
Total	111	Annual Claims		Annual Claims					
		\$127,352.52		\$120,213.00					
Estimated Monthly Premium		\$11,722.71		\$11,116.65		\$11,031.89		\$11,156.63	
Estimated Annual Premium		\$140,672.52		\$133,399.80		\$132,382.68		\$133,879.56	
Percentage Change From Current				-5.2%				1.1%	

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

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Village of Lake in the Hills

Dental Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: Below*		Current Guardian		Option 1 Blue Cross Blue Shield		Option 2 MetLife		Option 3 Delta Dental	
Waiting Period: Date of Hire		ASO PPO Dental		BlueCare Dental DINHR33		PPO Dental Plan		Pinnacle PPO Dental Plan	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible									
Single/Family		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Plan Max.		\$1,500		\$1,500		\$1,500		\$1,500	
Includes Rollover/Carryover?		No		No		No		No	
Benefits									
Type I - Prev. & Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%
Deductible Waived (Yes/No)		Yes		Yes		Yes		Yes	
Type II - Basic Service		100%	85%	80%	80%	100%	85%	100%	80%
Type III - Major Services		60%	50%	50%	50%	60%	50%	60%	50%
Type IV - Orthodontic Services		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Max		\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia Age Limit		Children to Age 19		Adults & children		Adults & children		Children to Age 19	
Perio & Endo Benefits									
Perio - Non-Surg/Surg		100%/60%	85%/50%	80%	80%	100%/60%	85%/50%	100%	80%
Endo - Non-Surg/Surg		100%	85%	80%	80%	100%	85%	100%	80%
Waiting Periods		Late Entrants		None		Late Entrants		None	
Other Features									
U & C		Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	90%	Negotiated Fee	MPA
Min. Participation Req.		88%		>70%		95%		50%	
Network Name		Dental Guard Preferred		Blue Cross Blue Shield		MetLife		Delta Dental PPO	
Network Website		www.qlic.com		www.bcbsil.com		www.metlife.com		www.deltadentalil.com	
Rate Guarantee		1 Year		1 Year		1 Year ^		1 Year	
Rates	Counts	COBRA RATES							
EE	29	\$40.47		\$40.02		\$36.36		\$36.02	
EESP	15	\$79.58		\$80.02		\$71.51		\$74.20	
EECH	19	\$94.16		\$97.76		\$84.60		\$100.19	
FAM	48	\$143.24		\$151.03		\$128.69		\$138.72	
Estimated Monthly Premium		\$11,031.89		\$11,467.76		\$9,911.61		\$10,719.75	
Estimated Annual Premium		\$132,382.68		\$137,613.12		\$118,939.32		\$128,637.00	
Percentage Change From Current				4.0%		-10.2%		-2.8%	

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

^ 2nd year rate cap: the first year's renewal rates will not be increased by more than 7% above the current rates.

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Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____



Insurance | Risk Management | Consulting

Village of Lake in the Hills

2021 Vision Market Study

	Vision	Comments
Met Life	Current Carrier	
Blue Cross Blue Shield	Received	Refer to Analysis; Renewal Discounts Available with Vision
Delta Dental	Received	Refer to Analysis; Dental Proposal Discounted 2% If Vision Installed
Guardian	Declined to Quote	Due to Uncompetitive Rates
Humana	Declined to Quote	Due to Uncompetitive Rates
Principal	Received	Uncompetitive Proposal 33.6% Over Current Rates

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Village of Lake in the Hills

Vision Plan Analysis

July 1, 2021 Renewal



Insurance | Risk Management | Consulting

ER Contrib to EE: Below *		Current		Renewal		Option 1		Option 2	
Waiting Period: Date of Hire		Met Life		Met Life		Blue Cross Blue Shield		Delta Dental	
		Vision Plan		Vision Plan		Vision Plan		Vision Plan	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Overview of Benefits									
Exam Copay		\$0	\$0	\$0	\$0	\$10	\$10	\$10	\$10
Material Copay		\$0	\$0	\$0	\$0	\$10	\$10	\$25	\$25
Frequency (months)									
Exam/Lenses/Contacts		12/12/12		12/12/12		12/12/12		12/12/12	
Frames		24		24		24		24	
Benefit Allowances									
Exams		Covered in Full	Up to \$45	Covered in Full	Up to \$45	Covered in Full	Up to \$30	Covered in Full	Up to \$35
Frames		\$130 Allowance	Up to \$55	\$130 Allowance	Up to \$55	\$130 Allowance	Up to \$65	\$130 Allowance	Up to \$65
Single Vision Lenses		Covered in Full	Up to \$30	Covered in Full	Up to \$30	Covered in Full	Up to \$25	Covered in Full	Up to \$25
Bifocal Lenses		Covered in Full	Up to \$50	Covered in Full	Up to \$50	Covered in Full	Up to \$40	Covered in Full	Up to \$40
Trifocal Lenses		Covered in Full	Up to \$65	Covered in Full	Up to \$65	Covered in Full	Up to \$55	Covered in Full	Up to \$55
Contacts - Necessary		Covered in Full	Up to \$210	Covered in Full	Up to \$210	Covered in Full	Up to \$210	Covered in Full	Up to \$200
Contacts - Elective		\$130 Allowance	Up to \$80	\$130 Allowance	Up to \$80	\$130 Allowance	Up to \$104	\$100 Allowance	Up to \$80
Other Features									
Network Name		VSP		VSP		EyeMed		EyeMed Select	
Network Website		www.metlife.com		www.metlife.com		www.eyemed.com		www.eyemed.com	
Minimum Participation		88%		88%		75%		10 Enrolled	
Rate Guarantee		1 Year		1 Year		4 Years - Renews 7/1/2025		1 Year	
Rates									
	Counts								
EE	30	\$4.54		\$4.72		\$6.67		\$4.96	
EESP	15	\$11.25		\$11.70		\$12.65		\$9.68	
EECH	19	\$10.47		\$10.89		\$13.32		\$10.84	
FAM	49	\$17.20		\$17.89		\$19.59		\$15.65	
Estimated Monthly Premium		\$1,346.68		\$1,400.62		\$1,602.84		\$1,266.81	
Estimated Annual Premium		\$16,160.16		\$16,807.44		\$19,234.08		\$15,201.72	
Percentage Change From				4%		19%		-5.9%	

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employees pay a flat dollar amount for all benefits (medical, dental and vision combined).

The information contained herein is subject to the disclosures and disclaimers on the final page of this presentation.

Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____



Insurance | Risk Management | Consulting

Village of Lake in the Hills

2021 Life Market Study

	Life	Comments
Met Life	Current Carrier	
Blue Cross Blue Shield	Received	Refer to Analysis; Renewal Discounts Available with Life
Guardian	Declined to Quote	Due to Uncompetitive Rates
Humana	Declined to Quote	Due to Uncompetitive Rates
Principal	Received	Uncompetitive Proposal 64.3% Over Current Rates

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Village of Lake in the Hills

Life & AD&D - Basic Plan Analysis

July 1, 2021 Renewal



Gallagher

Insurance | Risk Management | Consulting

ER Contrib to EE: 100% *		Current	Renewal	Option 1
Waiting Period: Date of Hire		Met Life Basic Life	Met Life Basic Life	Blue Cross Blue Shield Basic Life
Benefits				
Class 1 Definition				
Class 1 EE Life Benefit		Village Administrator 1.5x's BAE, max \$250k min \$50k	Village Administrator 1.5x's BAE, max \$250k min \$50k	Village Administrator 1.5x's BAE, max \$250k min \$50k
Class 1 EE Guaranteed Issue		\$250,000	\$250,000	\$250,000
Class 1 EE AD&D Benefit		Matches Life	Matches Life	Matches Life
Class 2 Definition				
Class 2 EE Life Benefit		All Other Full Time EEs 1x's BAE, max \$250k min \$50k	All Other Full Time EEs 1x's BAE, max \$250k min \$50k	All Other Full Time Employees (2. Police & 3. Other) 1x's BAE, max \$250k min \$50k
Class 2 EE Guaranteed Issue		\$250,000	\$250,000	\$250,000
Class 2 EE AD&D Benefit		Matches Life	Matches Life	Matches Life
Dependent Coverage				
Spouse Life Benefit		\$5,000	\$5,000	\$5,000
Spouse Guaranteed Issue		\$5,000	\$5,000	\$5,000
Spouse AD&D Benefit		NA	NA	NA
Child(ren) 0-14 d		\$0	\$0	\$0
Child(ren) 15 d to 6 mo.		\$100	\$100	\$100
Child(ren) 6 mo. to 19 yr.		\$2,500	\$2,500	\$2,500
Max Dependent Age		21, 23 if FT Student	21, 23 if FT Student	26
Rate per Dep Unit		\$0.69 Per Dep Unit	\$0.69 Per Dep Unit	\$0.69 Per Dep Unit
Other Features				
Reduction Schedule		By 35% @ 70, 50% @ 75	By 35% @ 70, 50% @ 75	By 35% @ 70, 50% @ 75
EAP Included (Yes/No)		No	No	No
Travel Assist (Yes/No)		No	No	Yes
Identity Theft Services (Yes/No)		No	No	No
Minimum Participation		100%	100%	100%
Rate Guarantee		1 Year	1 Year	2 Years - Renews 7/1/2023
Rates		Volume		
Life Rate per \$1,000		\$8,884,000	\$0.113	\$0.118
AD&D Rate per \$1,000			\$0.027	\$0.027
Estimated Monthly Premium			\$1,243.76	\$1,288.18
Estimated Annual Premium			\$14,925.12	\$15,458.16
Percentage Change From Current				3.6%
				22.1%

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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* Employee pays cost of dependent life coverage.

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Village of Lake in the Hills

Voluntary Life & AD&D - Plan Analysis

July 1, 2021 Renewal



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ER Contrib to EE: 0%		Current	Renewal	Option 1
Waiting Period: Date of Hire		Met Life	Met Life	Blue Cross Blue Shield
		Voluntary Life	Voluntary Life	Voluntary Life
Benefits				
Eligibility				
EE Life Benefit		All Full Time EE's \$10k Increments to lesser of 5x's BAE or \$500k	All Full Time EE's \$10k Increments to lesser of 5x's BAE or \$500k	All Full Time EE's \$10k Increments to lesser of 5x's BAE or \$500k
EE Guaranteed Issue		\$100,000	\$100,000	\$100,000
EE AD&D Benefit		Same as Life	Same as Life	Same as Life
Dependent Coverage				
Spouse Life Benefit		\$5k Increments to lesser of \$250k or 50% of EE Life	\$5k Increments to lesser of \$250k or 50% of EE Life	\$5k Increments to lesser of \$250k or 50% of EE Life
Spouse Guaranteed Issue		\$10,000	\$10,000	\$10,000
Spouse AD&D Benefit		Same as Life	Same as Life	Same as Life
Child(ren) 0-14 d		\$0	\$0	\$0
Child(ren) 15 d to 6 mo.		\$1,000	\$1,000	\$1,000
Child(ren) 6 mo. to 19 yr.		\$2,500, \$5k or \$7,500	\$2,500, \$5k or \$7,500	\$2,500, \$5k or \$7,500
Max Dependent Age		19, 23 if FT student	19, 23 if FT student	26
Other Features				
Reduction Schedule		None	None	None
EAP Included (Yes/No)		No	No	No
Travel Assist (Yes/No)		Yes	Yes	No
Identity Theft Services (Yes/No)		Yes	Yes	No
Minimum Participation		29% and at least 10 enrolled	29% and at least 10 enrolled	55%
Rate Guarantee		1 Year	1 Year	2 Years - Renews 7/1/2023
Rates				
Life Rate per \$1,000		Age Rated	Age Rated	Age Rated
AD&D Rate per \$1,000		See Attached Rate Grid	See Attached Rate Grid	See Attached Rate Grid

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Accepted Opt. _____ Client Signature _____ Date _____ GBS Auth Agent _____ Date _____

Village of Lake in the Hills

Voluntary Life & AD&D - Plan Analysis

July 1, 2021 Renewal



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Current
Met Life
Rate Per \$1,000

Age	EE	SP
<30	\$ 0.062	\$ 0.062
30-34	\$ 0.080	\$ 0.080
35-39	\$ 0.090	\$ 0.090
40-44	\$ 0.109	\$ 0.109
45-49	\$ 0.174	\$ 0.174
50-54	\$ 0.274	\$ 0.274
55-59	\$ 0.432	\$ 0.432
60-64	\$ 0.748	\$ 0.748
65-69	\$ 1.368	\$ 1.368
70+	\$ 2.198	\$ 2.198
AD&D	\$ 0.028	\$ 0.028
Child Life		\$ 0.240
Child AD&D		\$ 0.051

Renewal
Met Life
Rate Per \$1,000

Age	EE	SP
<30	\$ 0.062	\$ 0.062
30-34	\$ 0.080	\$ 0.080
35-39	\$ 0.090	\$ 0.090
40-44	\$ 0.109	\$ 0.109
45-49	\$ 0.174	\$ 0.174
50-54	\$ 0.274	\$ 0.274
55-59	\$ 0.432	\$ 0.432
60-64	\$ 0.748	\$ 0.748
65-69	\$ 1.368	\$ 1.368
70+	\$ 2.198	\$ 2.198
AD&D	\$ 0.028	\$ 0.028
Child Life		\$ 0.240
Child AD&D		\$ 0.051

Option 1
Blue Cross Blue Shield
Rate Per \$1,000

Age	EE	SP
<30	\$0.062	\$ 0.062
30-34	\$0.080	\$ 0.080
35-39	\$0.090	\$ 0.090
40-44	\$0.109	\$ 0.109
45-49	\$0.174	\$ 0.174
50-54	\$0.274	\$ 0.274
55-59	\$0.432	\$ 0.432
60-64	\$0.748	\$ 0.748
65-69	\$1.368	\$ 1.368
70+	\$2.198	\$ 2.198
AD&D	\$0.028	\$ 0.028
Child Life		\$ 0.240
Child AD&D		\$ 0.051

Rates are not final until approved by insurance carrier. Illustration is for comparative purposes only. Please see carrier brochure/certificate for exact coverage.

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Gallagher Benefit Services Disclaimers



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Coverage

This proposal (analyses, report, etc.) is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

Renewal/Financial

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Village of Lake in the Hills

July 1, 2021 Renewal

Compensation - Medical Carriers

	Base Commission Level	Supplemental Compensation
Blue Cross Blue Shield of IL	Graded 8%	\$0 - \$75 PEPY new; \$0 - \$25 PEPY renewal
CIGNA	Flat 4.5%	(25-499) \$0 - \$26 PEPY new; \$0 - \$20 PEPY renewal
United Healthcare (Illinois)	Service Fee Flat 4.71%	(100+ elig) \$0-\$46.80 PEPY

Compensation - TPA, Flex, COBRA Carriers

	Base Commission Level	Supplemental Compensation
Envision Healthcare	None	None
Pet's Best	Flat 10%	None

Compensation - Dental Carriers

	Base Commission Level	Supplemental Compensation
Blue Cross Blue Shield of IL	Graded 8%	0 - 5% new; 0 - 7% renewal
Delta Dental of Illinois	Flat 7.5%	(FI & DHMO 20+) \$0 - \$10 PEPY new; \$0 - \$2.50 renewal
Guardian	\$4.79 PEPM	(FI 25-999 & ASO 0-999) 0% - 8.5% new/renewal
MetLife Inc.	Flat 5%	0% - 2.75% new; 0% - 2% renewal

Solvency & Compensation - Life & Disability Carriers

	Base Commission Level	Supplemental Compensation	Solvency Rating
Blue Cross Blue Shield of IL	Life Graded 10%, Vol. Life Flat 15%	0% - 5% new; 0% - 7% renewal	NR
MetLife Inc.	Life Graded 15%, Vol. Life Flat 15%	0% - 2.75% new; 0% - 2% renewal	A-

Compensation - Vision Carriers

	Base Commission Level	Supplemental Compensation
Blue Cross Blue Shield of IL	Flat 10%	0% - 5% new; 0% - 7% renewal
Delta Dental of Illinois	Flat 10%	None
Met Life	Flat 10%	0% - 2.75% new; 0% - 2% renewal

For all medical, HMO, stop loss, dental, vision and EAP carriers:

While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Police

SUBJECT: Request for Proposal for Police Towing Services 2021 to 2022

EXECUTIVE SUMMARY

The Police Department requires towing services for a number of police involved operations including arrests, traffic accidents, motorist assists, and other incidents involving a vehicle. In order to ensure that the fees are reasonable, the Department issued a Request for Proposal (RFP) for police requested towing services. The Department received three completed RFP's, from First Class Towing & Recovery, Inc., DN N DRTY, LLC and Whitey's Towing, Inc. d/b/a D&R Towing, Inc. The public RFP opening took place on May 10, 2021 at 2:00 pm.

A site visit of each business's main facility was conducted. The main operating site for First Class Towing & Recovery, Inc. is located at 12 Prosper Ct. Lake in the Hills and is approximately 2.0 miles from the police station. This is First Class Towing & Recovery, Inc.'s primary location where the tow response would be dispatched from and outdoor storage is located. The storage area is fenced, lit, has 4K video surveillance, mobile video monitoring, is secure and will fit approximately 90 vehicles. First Class Towing & Recovery, Inc. has a second location for their indoor storage located at 8711 Pyott Rd. Lake in the Hills which can fit approximately eight vehicles. This location has 4K video surveillance, mobile video monitoring is lit and secure. This location is shared with another business. Per the submitted RFP neither location is alarmed. First Class Towing & Recovery, Inc. has six drivers and six tow vehicles. There are two drivers scheduled on duty working overnight. Four drivers are scheduled during the day. At this time First Class Towing & Recovery, Inc. does not provide towing services for any law enforcement agency.

Whitey's Towing is a standalone building located at 710 Eastgate Rd. Crystal Lake and is approximately 3.6 miles from the police station. This is their primary location where the tow response would be dispatched from and outdoor and indoor storage is located. Whitey's Towing has inside storage for approximately 30 vehicles and approximately 200 vehicles for outside storage. The outdoor storage area is fenced, lit and secure. The indoor storage is lit and secure. Whitey's facility has a camera security system with night vision capability covering inside and outside storage. This camera system has online monitoring capabilities. Per the RFP there is no alarm system at this location. Whitey's Towing has dispatching staff at this location 24 hours a day. Whitey's Towing provides towing services for 15 police agencies. Whitey's Towing employs 17 drivers and 24 tow vehicles.

DN N DRTY, LLC has a standalone location at 1302 Borden St. McHenry and is approximately 12.9 miles from the police station. This is their primary location where the tow response would be dispatched from and outdoor and indoor storage is located. This location is a newer building. Outside storage has room for 100 vehicles, is fenced, lit, secure, security cameras and guard dogs. Inside storage has room for 10

vehicles, is lit, secured, security cameras, guard dogs and has an ADT alarm system. DN N DRTY, LLC provides tow services to six police agencies. DN N DRTY, LLC has nine drivers and eight tow vehicles. DN N DRTY, LLC schedules their drivers on duty to midnight at which time they are on call. One driver lives in Algonquin. If they were to obtain the contract they would look to hire another driver.

In reviewing the submitted fee schedules Whitey's Towing appears to have the most competitive fee schedule. The main service points looked at on the fee schedule is the recovery rates for accidents, arrest tows and daily storage fees. These three fees comprise the vast majority of the services that would be performed during this contract. Whitey's has the lowest light duty recovery rate and medium duty recovery rate. A majority of recovery requests are for light duty, followed by medium duty, and infrequent heavy duty recoveries. Whitey's Towing fee for arrest tows is the lowest of the three tow service companies. Whitey's daily storage fee for arrests and accidents is equal to First Class Towing & Recovery, Inc. Whitey's Towing average of all tow fees is the least of the three towing service companies. Whitey's Towing does not charge for after-hours release of tows.

The term of this contract is one year and may be renewed for up to three additional years if mutually agreed by the parties.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed 2021 Towing Fee Schedule
2. Village of Lake in the Hills Contract Proposal for Police Towing Services

RECOMMENDED MOTION

Based on the site visit and the review of the pricing schedules, the Department makes a recommendation to award Whitey's Towing the contract for police towing services.

2021 Request For Proposal Towing Fee Schedule

Service	DN N DRTY, LLC	Whitey's Towing Inc.	First Class Towing & Recovery, Inc.
After-hours Release Fee	One (1) day of storage \$50 per tow	One (1) day of storage \$00 per tow arrest \$00 per tow accident	One (1) day of storage \$25 per tow arrest \$50 per tow accident
Service Call Fee	\$110 per hour / Light Duty \$160 per hour / Medium Duty \$248 per hour / Heavy Duty	\$75 per hour / Light Duty \$90 per hour / Medium Duty \$125 per hour / Heavy Duty	\$75 per hour / Light Duty \$95 per hour / Medium Duty \$125 per hour / Heavy Duty
Winching Rates	\$138 per hour / Light Duty \$275 per hour / Medium Duty \$275 per hour / Heavy Duty	\$ 90 per hour / Light Duty \$125 per hour / Medium Duty \$175 per hour / Heavy Duty	\$85 per hour / Light Duty \$105 per hour / Medium Duty \$150 per hour / Heavy Duty
Recovery Rates (including clean up and winching)	\$275 per hour / Light Duty \$550 per hour / Medium Duty \$550 per hour / Heavy Duty	\$90 per hour / Light Duty \$125 per hour / Medium Duty \$350 per hour / Heavy Duty	\$140 per hour / Light Duty \$250 per hour / Medium Duty \$350 per hour / Heavy Duty
Daily Storage (no storage fee may be charged for the first 24 hours after a tow)	\$110 per day	\$25 per day arrest \$50 per day	\$25 per day arrest \$50 per day accident
Stand-By Time (after the first hour, other than normal waiting)	\$110 per hour	\$60 per hour	\$60 per hour
Additional Support Personnel	\$110 per hour	\$75 per hour	\$75 per hour
Tows Standard Auto & Pickup Truck (including flatbed) \$_____ per	\$4.00 per towed mile \$90 per tow	\$ 4.00 per towed mile \$80 per tow	\$4.00 per towed mile \$70 per tow

towed mile			
Medium Duty Towing _____ to _____ pounds \$_____ per towed mile	10,000 to 26,000 pounds \$6.00 per towed mile \$300 per tow	8,000 to 15,000 pounds \$ 4 per towed mile \$95 per tow	8,000 to 15,000 pounds \$5.00 per towed mile \$90 per tow
Heavy Duty Towing Over _____ pounds \$_____ per towed mile	Over 26,000 pounds \$8.00 per towed mile \$475 per tow / single axle \$475 per tow / Tandem axle & T/T	Over 15,000 pounds \$ N/A per towed mile \$125 per tow / single axle \$150 per tow / Tandem axle & T/T **port to port rates**	Over 15,000 pounds \$N/A per towed mile \$125 per hour / single axle \$150 per hour / Tandem axle & T/T
Arrest Tows	\$190 per tow	\$90 per tow	\$125 per tow

VILLAGE OF LAKE IN THE HILLS

CONTRACT / PROPOSAL FOR POLICE TOWING SERVICES

All proposals must be submitted to the Police Department by May 10, 2021 at 2:00 pm.

Full Name of Bidder: Whitey's Towing, Inc d/b/a D & R Towing, Inc ("Bidder")

Principal Office Address: 710 Eastgate Rd, Crystal Lake, IL 60014

Local Office Address: 710 Eastgate Rd, Crystal Lake, IL 60014

Contact Person: Patrick Blank

Telephone: 847-639-2750 Fax: 847-639-7765

TO: VILLAGE OF LAKE IN THE HILLS
POLICE DEPARTMENT
1115 CRYSTAL LAKE ROAD
LAKE IN THE HILLS, IL 60156
ATTN: CHIEF DAVE BREY

Proposal Opening Date, Time & Location: May 10, 2021 at 2:00 p.m. at the Lake in the Hills Police Department, 1115 Crystal Lake Rd.

All bidders shall seal and mark the exterior of the outermost return envelope with:

1. Proposal Opening Date and Time: May 10, 2021 at 2:00 p.m.
2. Contract/Proposal for Police Towing Services

Notifications reference RFP:

All Official notifications or questions about this RFP shall be made in writing using the Village's website at <http://bids.lith.teamaha.com>. Questions must be submitted by May 4, 2021. Replies to questions will be posted to the website for all registered plan holders to review.

Bidder warrants and represents that Bidder has carefully examined this Request for Proposals and Contract and has reviewed and understood all documents included, referred to, or mentioned in this bound-set of document, including Addenda Nos. none [if none, write "None"], which are securely stapled to the end of this Contract/Proposal.

1. **Services Proposal**

- A. **Contract and Services.** If this Contract/Proposal is accepted, Bidder proposes, and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Village's written notification of acceptance in the form included in this bound-set of documents, all of the following; all of which are herein referred to as the "Services":
 1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials,

supplies, information, data, and other means and items necessary for police-directed towing services in and around Lake in the Hills, Illinois;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Contract/Proposal;
 4. Taxes. Pay all applicable federal, state, and local taxes;
 5. Miscellaneous. Do all other things required of Bidder by this Contract/ Proposal, and Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional towing practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent with only new, undamaged, and first-quality equipment, materials, and supplies;
 6. Independent Contractor. The Bidder acknowledges that it is an independent contractor, and that none of its employees, agents, or assigns is employees of the Village. The Bidder shall be solely responsible for all unemployment, social security, and other payroll tax payments required by law or union contract.
- B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that all services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Contract/ Proposal.
- C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for and shall promptly and without charge to Village repair or replace damage done to and any loss or injury suffered by Village, the Services, the Services Site, or other property or persons as a result of the Services.
- D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Services and to reject all or any part of the Services that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal, and Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Services necessary to complete or correct all or any part of the Services that is defective, damaged, or non-conforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/ Proposal. Services so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall take in full payment for all Services and other matters set forth under Section 1 above, including overhead and profit, taxes, contributions, and premiums, and compensation to all subcontractors and suppliers, the compensation set forth in the maximum fee schedule ("Fee Schedule") below.

A. Schedule of Prices.

For providing, performing, and completing each of these items of the Services (which are described more fully in Exhibit A), the following amounts per item:

Fee Schedule	
Service	Price
After-hours Release Fee	One (1) day of storage \$ _____ per tow
Service Call Fee	\$ 75 per hour / Light Duty
	\$ 90 per hour / Medium Duty
	\$ 125 per hour / Heavy Duty
Winching Rates	\$ 90 per hour / Light Duty
	\$ 125 per hour / Medium Duty
	\$ 175 per hour / Heavy Duty
Recovery Rates (including clean up and winching)	\$ 90 per hour / Light Duty
	\$ 125 per hour / Medium Duty
	\$ 350 per hour / Heavy Duty
Daily Storage (no storage fee may be charged for the first 24 hours after a tow)	\$ 50 per day \$25/day on arrests
Stand-By Time (after the first hour, other than normal waiting)	\$ 60 per hour
Additional Support Personnel	\$ 75 per hour
Tows Standard Auto & Pickup Truck (including flatbed) \$ 4 per towed mile	\$ 80 per tow
Medium Duty Towing 8,000 to 15,000 pounds \$ 4 per towed mile	\$ 95 per tow
Heavy Duty Towing Over 15,000 pounds \$ N/A per towed mile	\$ 125 per tow / single axle \$ 150 per tow / Tandem axle & T/T **port to port rates**
Arrest Tows	\$ 90 per tow

No other fees or charges are allowed. If any vehicle towed pursuant to this Contract/Proposal remains in the Bidder's storage facility beyond the term of the Contract/Proposal, the Bidder shall not increase the Daily Storage Fee amount beyond the amount listed in this Section A.

B. Basis for Determining Prices.

It is expressly understood and agreed that:

1. All prices stated in the Fee Schedule are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Fee Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Fee Schedule, and;
4. Bidder has thoroughly examined this Contract/Proposal prior to submission of its bid.

C. Time of Payment.

It is expressly understood and agreed that all payments shall be made by the owner of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the Village be liable for, or responsible to make or collect, any charge or payment to or on behalf of Bidder, Bidder shall accept cash, certified checks, and bankcards under generally accepted business guidelines as payment for work by individuals who have had vehicles towed and/or stored by Bidder.

3. Contract Time Proposal

Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall commence the Services within ten days following Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Village all insurance certificates and policies of insurance specified in this Contract/Proposal. If this Contract/Proposal is accepted, Bidder proposes, and agrees that Bidder shall perform the Services diligently and continuously throughout the term of the Contract/Proposal.

The term of this Contract shall be one year and may be renewed for up to three additional years if mutually agreed by the parties. At least ninety (90) days prior to the end of the Contract term, the Bidder may submit a written request to renew this Contract and, if requested by Bidder, for increases in fees comprising the Contract Price. Such requests shall also include justifications for the requested changes which shall be based upon verifiable facts. Any requests for towing or storage fee increases shall be based upon increases in the Bidder's operating costs related to the fulfillment of the requirements of the Contract. Such requests shall be accompanied by the annual disclosure information required in Section 4B of Exhibit A and the information required for all tow truck operators and drivers as outlined in Section 5 of Exhibit A.

Such requests shall be directed to the Chief of Police who will be responsible for determining the merits of the request and negotiating any changes in the Contract. If the maximum fee schedule is to be changed and/or the Contract renewed, an amendment to the Contract/Proposal must be completed and signed by the Bidder and the Chief of Police. Any Contract/Proposal provisions not changed will remain in full force for the term of the Contract.

4. **Insurance and Indemnification**

- A. The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property, which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees, or subcontractors. The Village of Lake in the Hills is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the state of Illinois.

The Village, its officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased, or used by the Bidder; or automobiles owned, leased, hired, or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents, and volunteers.

The Bidder's insurance coverage shall be primary as respects the member, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees, and volunteers shall be excess of Bidder's insurance and shall not contribute with it.

A Bidder shall maintain limits no less than:

1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - a. General Aggregate: \$2,000,000
 - b. Bodily Injury & Property Damage: \$1,000,000 per occurrence combined single limit
 - c. Other Coverages: \$2,000,000 or as otherwise approved or required by owner

2. Workers' Compensation and Employer's Liability. The insurer shall agree to waive all rights of subrogation against the Village of Lake in the Hills, its officials, agents, employees, and volunteers for losses arising from work performed by the Bidder for the municipality.
 - a. Workers' Compensation: Statutory limits

- b. Employer's Liability with limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 each accident – policy limit
 - \$1,000,000 each disease – policy limit
 - \$1,000,000 disease – each employee

Such insurance shall evidence that coverage applies to the state of Illinois and contain an “all states” endorsement.

- 3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 “Any Auto” shall be provided.
- 4. A Certificate of Insurance to be filed with the Village prior to commencing of services.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs, and expenses which may in any way accrue against the Village, its officials, agents, and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents, or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

Verification of Coverage: The Bidder shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The additional insured endorsement shall be provided to the insurer for their use in providing

coverage to the additional insured. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

- B. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof.

5. **Franchise Fee**

The successful Bidder(s) shall pay a franchise fee of 10% on all towing and storage fees assessed by Bidder(s) on tows and storage fees received by Bidder(s) as a result of this agreement. Said franchise fees shall be paid to the Village on a monthly basis and shall be due within fifteen (15) days after the end of the previous month. The cost of the franchise fee shall not be added on to the towing and/or storage fees assessed to individuals by the successful Bidders.

6. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract/Proposal within forty-five (45) days after the date this sealed Contract/Proposal is opened.

7. **Bidder's Representations and Warranties**

In order to induce Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

- A. The Services. The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized towing firms in performing services of a similar nature in existence at the time of performance of the Services; shall strictly conform to the requirements of this Contract/Proposal, including without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Village.
- B. Compliance with Applicable Laws. The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

1. Prevailing Wage Rate: The Bidder shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the state of Illinois Department of Labor, current edition at date of bid submission.
 2. Interference with Public Contracting. 720 ILCS 5/33E states that it is unlawful to participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification be submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.
 3. Tax Delinquency: 65 ILCS 5/11-42-1 states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the individual or entity is contesting the amount and/or liability in accordance with the procedures established by the appropriate revenue act. The statute requires that a certification be submitted by a bidder attesting to Section 5/11-42.1-1.
 4. Sexual Harassment: 775 ILCS 5/2-105 requires that any party to a public contract must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.
 5. Other laws, if applicable, that shall be observed, including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*), Illinois Blacklist Trade Law (775 ILCS 15/1 *et seq.*), Public Works Preference Act (30 ILCS 560/0.01 *et seq.*), and Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 *et seq.*).
 6. Penalties and Fees: The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.
- C. Not Barred; No Collusion. Bidder is not barred by law from contracting with Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

Bidder hereby represents that the only persons, firms, or corporations interested in this Contract/Proposal as principals are those disclosed to the Village prior to the execution of this Contract/Proposal, and that this Contract/Proposal is made without collusion with any other person, firm, or corporation if

at any time it shall be found that the Bidder has, in procuring this Contract/ Proposal, colluded with any other person, firm, or corporation, then Bidder shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract/Proposal shall, at the Village's option, be null and void.

- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price and Contract Time Proposals set forth above.
- E. Patriot Act Compliance. Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, are a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Bidder further represents and warrants to the Village that Bidder and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Bidder hereby agrees to defend, indemnify, and hold harmless the Village, its corporate authorities, and all Village-appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

8. **Specifications**

Bidder has thoroughly examined this Contract/Proposal, including the specifications for the Services attached hereto as Exhibit A.

9. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
- B. Reservations of Rights. Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the instructions to Bidders.
- C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Village's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to owner in this Contract/ Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

If it should appear at any time that Bidder has failed or refused to prosecute, or has delayed in the prosecution of, the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract/Proposal or Bidder's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract/Proposal ("Event of Default"), and has failed to cure any such Event of Default within five business days after Bidder's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The Village may require Bidder within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, non-conforming, or incomplete and to take any or all other action necessary to bring Bidder and the Services into strict compliance with this Contract.
2. The Village may terminate this Contract/Proposal immediately without liability for further payment of amounts due, if any, or to become due under this Contract.
3. The Village may recover from Bidder any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default.
4. The Village may recover any damages suffered by the Village.

E. No Waiver. No examination, inspection, investigation, test, measurements, review, determination, decision, certificate, or approval by Village, whether before or after Village's acceptance of this Contract/Proposal; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract/Proposal; nor any order by Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract/Proposal; nor any other act or omission of Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Services, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement of provision of this Contract/Proposal; or of any remedy, power, or right of Village.

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

of any other provisions of this Contract/Proposal shall be in any way affected thereby.

- G. Amendments. No modification, addition, deletion, revision, alternation, or other change in this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Village and Bidder.
- H. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Village, which consent may be withheld in the sole and unfettered discretion of the Village; provided, however, that the Village's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. The Village may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Bidder.
- I. Entire Agreement. This Contract/Proposal sets forth the entire agreement of the Village and the Bidder with respect to the accomplishment of the Services, and there are no other understandings or agreements, oral or written, between the Village and the Bidder with respect to the Services and the compensation therefore.
- J. Governing Law: Changes in Laws. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the state of Illinois. Unless otherwise explicitly provided in this Contract/Proposal, any reference to laws shall include such laws as they may be amended or modified from time to time.
- K. Contract not Exclusive. This Contract/Proposal is not exclusive. If determined by the Village to be appropriate or necessary to the Village, its residents, or motorists within the Village, then the Village, in the exercise of its sole discretion, may select additional towing firms to perform the Services, may acquire services from time to time as necessary from a towing company not under contract with the Village, and may terminate this Contract/Proposal or any other contract as to the Bidder or any one or more other towing firms in accordance with the terms of this Contract/Proposal.
- L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Contract/Proposal by any person, firm, or corporation other than Bidder shall be made or be valid against the Village.
- M. Binding Effect. This Contract/Proposal shall be binding on the Village and Bidder and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract/Proposal to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

- N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract/Proposal shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between the Village and Bidder or (2) to create any relationship between the Village and any subcontractor of Bidder.
- O. Village's Right to Terminate or Suspend for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time upon thirty (30) day written notice to Bidder. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Bidder shall, as and to the extent directed, stop Services under this Contract. In the event of any termination pursuant to this Section, the Village shall pay Bidder such fees for Services for which the Village is responsible for payment, if any, as Bidder may have reasonably and necessarily incurred prior to the date of such termination. Any immediate termination or suspension of Bidder's rights under this Contract/Proposal for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the Village under of this Contract.
- P. Termination for Cause. The failure of the Bidder to properly perform any of the Services under this Contract/Proposal shall be cause for the immediate termination of the Contract/Proposal without thirty (30) day written notice.
- Q. Bidder's Right to Terminate. Bidder shall have the right to terminate this Contract/Proposal at any time upon thirty (30) day written notice to the Village. Termination of this Contract/Proposal by Bidder shall not relieve Bidder of any liability to the Village existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Bidder prior to such termination.
- R. Notices. All notices required or permitted to be given under this Contract/ Proposal shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications directed to the Village shall be addressed and delivered as follows:

Pat Boulden
Deputy Chief
Lake in the Hills Police Department
1115 Crystal Lake Road
Lake in the Hills, IL 60156

BIDDER INFORMATION (Bidder shall complete all of the following items prior to execution and submission of this Contract/Proposal to the Village)

Bidder's Status: An Illinois _____ (state) Corporation.
 _____ (state) Limited Liability Company.
 _____ (state) Partnership.
 _____ Joint Venture.
 _____ Individual Proprietor.

Bidder's Name: Whiteys Towing, Inc

D/B/A (if different): D & R Towing, Inc

Bidder's Business Address: 710 Eastgate Rd, Crystal Lake, IL 60014

Bidder's Business Phone Number: 847-639-2750 Fax Number: 847-639-7765

If a Corporation, Limited Liability Corporation, or Partnership, list all Officers, Members, or Partners, respectively, and all persons who own ten percent or more of the Bidder:

Name	Date of Birth	Title	Address
<u>Patrick Blank</u>	<u>03/08/1976</u>	<u>President</u>	<u>24403 N Woodland Ave, Cary, IL 60013</u>
<u>Candace Blank</u>	<u>05/15/1984</u>	<u>Secretary</u>	<u>24403 N Woodland Ave, Cary, IL 60013</u>

BIDDER BACKGROUND

Has the applicant, business, or member of the business ever had a wrecker or towing business license or contract revoked, suspended, or cancelled?

Yes No. If Yes, explain in full detail on a separate sheet of paper and attach.

Does the business currently hold a license or have a contract with any other municipality for towing or wrecker service, including any of the Services described in this Contract/Proposal?

Yes No. If Yes, explain in full detail on a separate sheet of paper and attach.

Please see attachment "A"

BIDDER FACILITIES (See Specifications in Exhibit A for additional details)

STORAGE FACILITY INFORMATION

OUTSIDE STORAGE

Location: 710 Eastgate Rd, Crystal Lake, IL 60014

Length: 150'

Width: 250'

Total Square Feet: 37,500 square feet Total Storage Spaces: 200

Type of Security: Fenced in, electronically operated gate, security cameras with night vision and recording with online monitoring, 24 hour dispatcher on location.

INSIDE STORAGE

Location: 710 Eastgate Rd, Crystal Lake, IL 60014

Length: 70'

Width: 70'

Total Square Feet: 5000 square feet Total Storage Spaces: 30

Type of Security: security cameras with night vision, online monitoring, recording, locked bay doors & 24 hour dispatcher on site.

STORAGE FACILITY TOTALS

Total inside and outside storage square feet: 42,500 square feet

Total inside and outside storage spaces: 230

TOW TRUCKS Please see attached truck list, attachment "B"

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____

Number of Cylinders: _____ Winch Capacity: _____

License Plate Number: _____ Number of Axles: _____

GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Make: _____ Model: _____ Year: _____
Number of Cylinders: _____ Winch Capacity: _____
License Plate Number: _____ Number of Axles: _____
GVW: _____ Date of Last Inspection: _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)

Printed Name: Patrick J Blank

Title / Position: President

Subscribed and Sworn to before me
this 10th day of May, 2021.
Notary Public _____
(SEAL) Adam E Harville



Whitey's Towing, Inc d/b/a D & R Towing, Inc

710 Eastgate Rd
Crystal Lake, IL 60014
Ph: 847-639-2750
whiteys@mc.net
www.whitestowinginc.com

27W935 Commercial Ave
Lake Barrington, IL 60010
Ph: 847-381-0770
office@d-rtowing.com
www.d-rtowing.com

We are currently a tow provider for:

- Algonquin Police
- Barrington Police
- Barrington Hills Police
 - Cary Police
- Crystal Lake Police
- Fox River Grove Police
 - Huntley Police
 - Inverness Police
- Lake in the Hills Police
- Oakwood Hills Police
- Prairie Grove Police
- Village of Lakewood Police

- McHenry County Sheriff Department
- Lake County Sheriff Department
- District 2 Illinois State Police

Whitey's Towing Inc. d/b/a D & R Towing Inc.

Truck List

Attachment B

Printed: 09-May-2021

Description	Vehicle	Equipment Type	VIN	Plate	Expiry	# of Axles	Winch Capacity	GVWR
DR T1 8 Ton Flatbed	2014 Hino 268	LD Flatbed	5PVNJ8JN7E4S51481	212135T W	31-Dec-2021	2	8,000#	26,000
DR T2 8 Ton Flatbed	2020 International Mv607	LD Flatbed	1HTEUMML6LH829587	211895T W	31-Dec-2021	2	8,000#	26,000
DR T3 5 Ton Flatbed	2015 Ram 5500	LD Flatbed	3C7WRMDLXFG706654	212134T W	31-Dec-2021	2	8,000#	26,000
DR T4 5 Ton Flatbed	2015 Ram 5500	LD Flatbed	3C7WRMDL2FG706633	212137T W	31-Dec-2021	2	8,000#	26,000
DR T5 6 Ton 4x4 Wrecker	1994 Chevrolet GMT-400	LD wrecker	1GBJK34N6RE253530	212133T W	31-Dec-2021	2	8,000# (x2)	12,000
DR T6 12 Ton Wrecker	1999 GMC C6500 C6e042	MD Wrecker	1GDJ6H1C5XJ512458	212136T W	31-Dec-2021	2	12,000# (x2)	26,000
F.1 5 Ton Flatbed	2017 Dodge 5500	LD Flatbed	3C7WRNDL5HG691733	221284T W	31-Dec-2021	2	8,000#	26,000
F.2 8 Ton Flatbed	2007 Freightliner m2	LD Flatbed	1FVACWCS77HY04047	28530TW	31-Dec-2021	2	8,000# (x2)	26,000
F.3 8 Ton Flatbed	2015 Freightliner m2	LD Flatbed	1FVACWDT2FHGC6231	211603T W	31-Dec-2021	2	8,000#	26,000
F.4 6 Ton Flatbed	2009 Freightliner m2	LD Flatbed	1FVACWDT19HAJ7494	211053T W	31-Dec-2021	2	8,000#	26,000
F.5 8 Ton Flatbed	2016 Freightliner m2	LD Flatbed	1FVACWDT4GHHB4361	211604T W	31-Dec-2021	2	8,000#	26,000
F.6 10 Ton Flatbed	2005 Freightliner m2	MD Flatbed	1FVACBSX5HU67460	W52760	31-Mar-2022	2 + tag	8,000# (x2)	45,000
F.7 10 Ton Flatbed	2016 Kenworth t-270	MD Flatbed	3BKHHJ6X1GF491119	W52727	31-Mar-2022	2	12,000# (x2)	32,000
F.9 5 Ton Flatbed	2015 Dodge 5500	LD Flatbed	3C7WRNDLXFG516794	210369T W	31-Dec-2021	2	8,000# (x2)	26,000
T.0--Tom's Dodge	2014 Dodge Ram 3500	Light Duty WL	3C63RRKL0EG112922	212147T W	31-Dec-2021	2	5,000#	12,000
T.1 6 Ton Wrecker	2009 Dodge 5500	Light Duty Wrecker	3D6WD76L29G553955	211625T W	31-Dec-2021	2	8,000# (x2)	16,000
T.2 NRC Quick Swap	2003 Freightliner Century ST120	Heavy Duty Under reach	1FUJBBCG83LK45773	W52850	31-Mar-2022	3	12,000#	45,000
T.3 45 Ton Wrecker	1997 Kenworth T-800	Heavy Duty Under reach	1XKDD80X0VJ947379	W52761	31-Mar-2022	3	45,000# (x2)	45,000
T.4 30ton Wrecker	2005 Freightliner m2	Heavy Duty Under Reach	1FVAC4DE95HV04620	W52626	31-Mar-2022	2 + tag	30,000# (x2)	36,000
T.5 Tractor Power Unit	2003 Freightliner FLD 112	Tractor Power Unit	1FUBABA873LK43791	P937113	31-Mar-2022	3	n/a	80,000
T.6 Service Truck	1998 International 4700	Service Truck	1HTSLABM7WH536351	151331H	30-Jun-2021	2	n/a	26,000
T.7 6 Ton 4x4 Wrecker	2014 Ram 5500	Light Duty WL	3C7WRNEL2EG131579	210782T W	31-Dec-2021	2	8,000# (x2)	16,000
T.8 Sterling tractor	2006 Sterling L9500	Tractor Power Unit	2FWJAZDE46AV67272	P1062195	31-Mar-2022	3	n/a	80,000
T.9 60ton wrecker	2001 Sterling Lt9500	Heavy Duty Under reach	2FZHAZAV91AH49731	W53085	31-Mar-2022	3 + tag	45,000# (x2)	45,000
TR3 Rogers Dropdeck	1992 Rogers Lowboy	Detached Lowboy Trailer	1RBH42203NAR21625	5675135T		2		
Tr5--East Trailer Dump	1990 East Dump Trailer	End Dump Trailer	1E1D1J286LRD11655	6110855T		2		
TR6--Landall 455A	2018 Landoll 455A	Landall Sliding Axle Trailer	1LH455WJ331A25097	7871335T		3		



WHITE-6

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Tasia Kerstein	847-367-2633	CONTACT NAME: Tasia Kerstein PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN NATIONAL MUTUAL INSURER B: INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15377
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INSURED
 Whitey's Towing Inc.
 d/b/a D&R Towing, Inc.
 710 Eastgate Rd
 Crystal Lake, IL 60014

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTS	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:			CPP1213222	05/11/2021	05/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1212793	05/11/2021	05/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV1028821	05/11/2021	05/11/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage Keepers			CPP1212793	05/11/2021	05/11/2022	Limit 500,000
A	Motor Truck Cargo			CPP1213263	05/11/2021	05/11/2022	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

VILLAKE

VILLAGE OF LAKE IN THE HILLS
 1115 CRYSTAL LAKE RD.
 LAKE IN THE HILLS, IL 60102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Whitey's Towing Inc. d/b/a D & R Towing Inc.

Driver List

Printed: 09-May-2021

Last Name	First Name	Address	Location	Postal	Phone	DL #	Class	DOB
Blank	Patrick	24403 N Woodland Ave	Cary, Illinois	60013	(847) 344-0391	B452-2707-5070	AM	03/08/1976
Brock	Thomas	7605 Beaver Rd	Wonder Lake, Illinois	60097	(224) 735-6450	B620-8368-6254	C	09/06/1986
Daniels	Josh	4402 East Dr	Wonder Lake, Illinois	60097	(224) 360-7682	D542-4359-5033	CM	02/02/1995
Dziewior	Joseph	163 Sioux Ave	Carpentersville, Illinois	60110	(815) 451-0933	D260-4927-6254	AM	09/06/1976
Foerster	Derek	10500 Braeburn Rd	Barrington Hills, Illinois	60010	(847) 344-4666	F623-1708-3154	AM	05/30/1983
Gorman	Erin	135 Wildwood Rd	Algonquin, Illinois	60102	(253) 219-0022	G655-2157-9310	C	10/31/1979
Gray	Doug	9014 Oriole Trail	Wonder Lake, Illinois	60097	(707) 529-2618	D8916130 (CA)	C	01/10/1973
Hunt	Rob	1415 Bradley Ct	Spring Grove, Illinois	60081	(815) 693-8500	H530-7617-0263	CM	09/15/1970
Julio	Jorge	122 W Woodstock St, APT 2H	Crystal Lake, Illinois	60014	(815) 245-3387	J400-4209-7326	A	11/16/1997
Mann	Shawn	641 webster St	Algonquin, Illinois	60102	(847) 847-9434	M500-7837-5265	A	09/17/1975
Pool	Don	881 Village Quarter Rd #15	West Dundee, Illinois	60118	(847) 494-2702	P400-1986-8176	C	06/21/1968
Roney	Jim	9052 Disbrow St	Huntley, Illinois	60142	(847) 354-5897	R500-4447-1259	A	09/11/1971
Stark	Robert	111 W Russell St	Barrington, Illinois	60010	(630) 809-5978	S362-7686-9245	C	08/28/1969
Tennessen	Tom	274 Partridge Ct	Algonquin, Illinois	60102	(224) 542-8228	T525-8308-3322	AM	11/12/1983
Tousey	Daniel	225 S River Rd	Fox River Grove, Illinois	60021	(224) 501-8712	T200-1725-7097	CM	04/04/1957
Tousey	Richard	122 N Hager Ave	Barrington, Illinois	60010	(847) 561-8796	T200-7526-8100	C	04/07/1968
Wirth	Bob	6507 Pheasant Trail	Cary, Illinois	60013	(847) 404-3691	W630-7778-1369	BM	12/28/1981

EXHIBIT A
SPECIFICATIONS FOR POLICE TOWING SERVICES

1. **Scope of Services.** Bidder shall furnish all services, labor, equipment, facilities, and materials for towing, as requested by the Lake in the Hills Police Department for:
 - A. Vehicles involved in traffic crashes;
 - B. Abandoned vehicles on roadways;
 - C. Disabled vehicles;
 - D. Abandoned or unclaimed vehicles on private property;
 - E. Vehicles seized or impounded as evidence;
 - F. Recovered stolen vehicles;
 - G. Vehicles involved in crimes;
 - H. Vehicles relocated during a Village emergency; and
 - I. Other vehicles as requested by the Police Department.

This Contract is not exclusive. The Village, in its sole discretion, may establish the time periods and geographic areas in which a towing firm shall provide Services. Each towing firm shall provide Services during the times and within the geographic areas designated by the Village for that towing firm. The Village will use reasonable efforts to allocate assigned time periods and geographic areas in a comparable manner among the successful Bidders. Bidders are advised that being assigned to service a particular geographic area or time period does not preclude the Village from calling Bidder to provide Services in a another geographic area or time period, as necessary for proper police and municipal services.

2. **Calls for Services.** Services under this Contract/Proposal shall be rendered only upon the request of the Police Department. Bidder, upon notification by the Police Department, shall send the requested number and type of tow trucks to the designated location. At the direction of the police officer in charge at the scene, the Bidder shall remove the vehicle(s) from the scene directly to the Bidder's storage facility, for the price specified in this Contract/Proposal.
 - A. The Bidder shall consider calls from the Police Department as having first priority over requests for tow service from other parties. Bidder shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hours per day basis every day of the year.
3. **Responsibility for Property.** Bidder expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof.
4. **Responsibility for Personnel and Subcontractors.**
 - A. **General.** Bidder assumes full responsibility for its employees, agents, and drivers to all acts performed pursuant to this Contract/Proposal. Bidder shall assign only competent, courteous, trustworthy, sober employees, and drivers who comply with all applicable legal requirements to provide the Services required under the provisions of this Contract/Proposal. Bidder shall not employ any person who has been convicted of any felony related to the performance of the Services or any person who has been convicted, within the immediately preceding five years, of any misdemeanor violation relating to the performance of the Services.

- B. Annual Disclosure. Bidder, annually during the term of this Contract/Proposal, shall provide to the Village a sworn list including the name, address, and telephone number of each owner, officer, and holder of more than ten percent of shares of Bidder.
 - C. Approval and Use of Subcontractors. Bidder shall cause the Services to be performed under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Bidder shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve the Bidder of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any subcontractor shall be subject to all of the provisions of this Contract/Proposal in the same manner as if performed by employees of Bidder. Every reference in this Contract/Proposal to "Bidder" shall be deemed also to refer to all subcontractors of the Bidder.
 - D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to the Village, the Bidder, immediately on notice from the Village, shall remove and replace such personnel or subcontractor. Bidder shall have no claim for damages as a result of any such removal or replacement.
5. Licensing and Background Information. All of the Bidder's drivers and operators shall have and maintain all required federal and Illinois driver's licenses. Verification of proper licenses for each driver and operator shall be filed annually with the Village.

Bidder shall provide the Police Department with the following information for each tow truck operator, driver, and person engaged in the performance of the Services employed on the effective date of the Contract/Proposal; for each operator, driver, and person engaged in the performance of the Services hired during the term of the Contract within ten (10) days after the date of hire; and for all operators, drivers, and persons engaged in the performance of the Services employed at the time that Bidder submits a request to renew this Contract:

- A. Name;
- B. Address;
- C. Date of birth; and
- D. Driver's license number, state of issuance, date of expiration, licensed classification, and license restrictions.

6. Hours of Service. Bidder shall maintain hours of operation consistent with normal business hours (9 a.m. to 5 p.m.) Monday through Friday and for at least three hours (from approximately 9 a.m. to 12 p.m.) on Saturday. Bidder shall also maintain hours on Sunday mornings. Sunday hours shall be construed as either open for business as usual or a contact agent or employee available for immediate call out. Bidder may charge the After Hours Release Fee provided by this Contract/Proposal for the retrieval of towed vehicles on Sundays and during non-business hours on other days; provided, however, that neither the Police Department nor the Village shall be charged a release fee for any retrieval of or access to a towed vehicle.

Additionally, Bidder shall have an agent available at all hours to allow police access to all vehicles towed pursuant to this Contract/Proposal at no cost to the Village. All business hours will apply to the storage facility that will be the central contact point for both citizens and police personnel.

Bidder shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hours per day basis every day of the year.

7. Bidder shall have in operation at all times a minimum of two wreckers, each equipped with a 10,000-pound power winch, crane, and boom, and one flatbed wrecker with a 10,000-pound capacity. The Bidder shall also have a heavy-duty wrecker. However, a Bidder that is unable to provide a heavy-duty wrecker may execute a statement indicating that such a wrecker is available to be brought to a scene. Such statement shall be in writing and indicate the name and location of the alternate towing firm that will provide the heavy-duty wrecker. If a written contract is executed between the Bidder and the alternate towing firm, a copy of said executed contract shall be provided to the Police Department for approval. If approved, the authority to use such alternative towing firm as a subcontractor to the Bidder will be incorporated as part of the Contract/Proposal upon acceptance by the Village. Should the alternate towing firm be used, all tows will be made to the Bidder's storage facility.

Each wrecker shall be required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. Each wrecker will be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. Additionally, each wrecker shall be equipped with either radio or telephone equipment which allows immediate access by police dispatch personnel to a wrecker driver while he or she is en route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment.

8. Removal of Debris. After each tow, Bidder shall clean and remove all accident and vehicle debris, including, without limitation, shattered glass, oil, and radiator fluids, from the area of the tow. The Bidder shall not be responsible for collection or removal of any cargo spilled from any vehicle except only if the Bidder caused such spill while providing the Services. Bidder shall not be responsible for cleaning or handling of any hazardous material. Bidder shall report to the Village immediately the presence of any hazardous material. The removal of debris and the collection or removal of cargo spilled by Bidder shall be considered an integral part of any Services, and no additional labor charge shall be assessed for such removal or for materials used in the removal process.

9. Towing, Storage of Village Vehicles; Emergency Tires. Bidder shall provide tows for Village-owned vehicles at no charge to the Village. Village tows shall include vehicles towed by the Police Department for evidentiary purposes, or vehicles seized or impounded. Bidder shall also not charge to the Village any storage charges resulting from or relating to Police Department tows.

If any vehicles towed at the direction of the Police Department remain in Bidder's storage facility at the end of the term of the Contract/Proposal, Bidder shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Bidder.

Bidder shall keep two spare tires on hand at all times that are suitable for Police Department vehicles. If a Police Department vehicle experiences a flat tire after the normal operating hours of the Village's Public Works Department, Bidder shall respond and change the tire at no charge to the Village. At the end of the term of this Contract/Proposal, Bidder shall return any such spare tires that have not been installed on Police Department vehicles to the Police Department within five (5) days.

10. Tows for Police Investigations; Holds. When a vehicle is towed pursuant to a police investigation to a location other than the storage facility, and then is subsequently towed to the storage facility, the vehicle owner shall be required to pay for only one tow.

When the Police Department places a "hold" on a towed vehicle, the vehicle shall not be released, serviced, inspected, repaired, contracted for service or repair, or have personal property on or within the vehicle removed from it without a signed release from the Police Department. Any vehicle impounded or seized for evidentiary purposes shall be deemed to have a "hold" on it.

If vehicles which are subject to a "hold" remain in Bidder's storage facility at the end of the term of the Contract/Proposal, Bidder shall transport the vehicles to a location to be designated by the Police Department at the sole cost and expense of Bidder.

11. Tows in Error. In the event of an error by the Police Department in towing a vehicle, or when other extenuating circumstances exist, as determined by the Village, Bidder will cancel all charges to the vehicle owner at the request of the Police Department.

12. Abandoned Vehicles. Bidder will process unclaimed and abandoned vehicles in accordance with the applicable provisions of the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq., and the Lake in the Hills Municipal Code. Bidder shall maintain all appropriate records as specified by all applicable statutes and ordinances. Such records will be open for inspection and copying by the Police Department at any time.

13. Storage Facility. Bidder shall provide a fenced, lit, and secure site for the storage of all vehicles towed pursuant to this Contract/Proposal, and said area must meet all applicable state, county, and municipal laws. The storage facility must be able to accommodate thirty (30) towed vehicles for the Police Department, and must be located so as to enable Bidder to satisfy the response time limits stipulated in this Contract. Bidder shall meet all applicable licensing requirements of the Village. If either Bidder or its storage facility is determined to be in violation of any zoning or building code regulation, the Village may terminate the Contract/Proposal immediately.

Bidder shall be solely responsible for properly keeping and maintaining the storage facility in compliance with the terms of the Contract/Proposal. In addition:

- A. The stacking of vehicles in the storage facility is prohibited.
- B. The storage facility shall have sufficient lighting to ensure the safety and security of persons and property.
- C. The storage facility shall be kept clean and free of rodents and vermin.
- D. The storage facility shall be fully enclosed by a protective fence, which fence shall be securely closed at all times when the storage facility is unattended.
- E. The main entrance to the storage facility shall be clearly and prominently posted with a sign and with instructions about how a vehicle can be claimed, including fees, hours of operation, a direct access, after-hours telephone number, and the words "For Questions or Concerns, Contact the Lake in the Hills Police Department at 847-658-5676." If the main entrance to the storage facility does not directly access a public right-of-way, Bidder shall post an appropriate sign directing the public to the main entrance from the right-of-way.
- F. Bidder shall provide for 24-hour access to the storage facility by the Police Department and Village inspectors.
- G. Charges for vehicle storage shall accrue only from the first full calendar day after which the vehicle has been placed in the Bidder's storage facility.

14. Response Times. During normal business hours from Monday through Friday, Bidder shall arrive at the scene of a requested tow with the requested and required equipment within fifteen (15) minutes after the request for the tow has been made. On weekends and after normal working hours, Bidder shall arrive at the scene of the tow within twenty-five (25) minutes after the request for the tow has been made. Bidder shall provide its personnel with the necessary communications equipment to fulfill the required response times. Bidder shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hours per day basis every day of the year.

15. Display of Fee Schedule. Bidder shall make printed fee schedules, as stipulated in this Contract/Proposal, available upon demand to person(s) receiving Services under this Contract/Proposal. Additionally, a copy of the printed fee schedule shall be posted in plain view to the public in a conspicuous place at Bidder's place of business, as well as at the Police Department.

16. Log Book, Records, and Reports. Bidder shall maintain a log book of all police-directed tows that shall include the following information:

- A. Time, date, and location of tow, hold information if applicable, the name or star number of the officer authorizing the tow, and the police case number.
- B. The year, make, model, registration number, and vehicle identification number of the towed vehicle; and
- C. The date the vehicle was released.

Bidder shall also make available a customer complaint form, approved by the Police Department, for vehicle owners to file complaints about Bidder, its employees, or the Services provided under the terms of this Contract/Proposal. A copy of every completed complaint form shall be forwarded by Bidder to the Police Department upon receipt.

Bidder shall also maintain the following records on all police-directed tows:

- A. The date and time the vehicle owner was notified of the tow;
- B. Itemized billing of all tow and storage charges;
- C. A copy of the signed release form completed by person claiming the vehicle; and
- D. Copies of all customer complaints.

Bidder shall provide the Police Department with a written inventory and status report on all police-directed towed vehicles on a monthly basis. This report shall be due before the tenth day of the following month. If Bidder fails to include any police-directed or Police Department tow in this report, the vehicle owner's responsibility will be limited to the charges incurred during the month that it was towed.

All of these records shall be open for inspection and copying by the Police Department at any time and shall be maintained until the earlier of at least three (3) years after the termination of this Contract/Proposal or three (3) years after the vehicle is released.

17. Notification of Village or Agent. Bidder shall be responsible for contacting the owner and/or insurance agent of police-directed towed vehicles within forty-eight (48) hours after the tow under normal circumstances. If the Bidder is unable to contact the owner and/or insurance agent after fifteen (15) days and at least three (3) attempts, the Bidder shall notify the Police Department abandoned auto officer to begin proceedings to process the vehicle as an unclaimed auto. Bidder shall keep a record of all of its attempts to contact the owner and/or insurance agent of the tow.

18. Removal of Personal Property. Bidder shall allow owners of police-directed towed vehicles to remove personal property from their vehicles (with the exception of "hold" vehicles). Vehicle owners shall also be allowed to remove the license plates from their vehicles. No property is to be removed from impounded, seized, or evidence tows without prior authorization of a Police Department official.

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Lake in the Hills this ____ day of _____, 2021.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Services and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect or in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Village or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LAKE IN THE HILLS

By: _____
Ray Bogdanowski
President
Village of Lake in the Hills



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Police Department

SUBJECT: Waive the Competitive Bidding Requirements and Approve an Agreement to Purchase In-Squad Camera Infrastructure, Body Cameras, and Hardware

EXECUTIVE SUMMARY

The department currently uses in-squad camera systems for the purposes of capturing corroborating evidence while officers are on traffic stops and calls for service, providing training opportunities from situations captured on video, capturing additional facts regarding potential complaints against officers and providing an additional level of transparency with the public.

The village's IT consultant, Advanced Business Networks (ABN), recommended implementing the Watch Guard video system for in-squad cameras. ABN has implemented the Watch Guard system in other police departments and has extensive knowledge of the system. The department currently has four Watch Guard in-squad video systems ready to be installed and will transition all in-squad video systems as the older model camera systems reach end of life. The in-squad video systems require server hardware for storage.

The department decided to implement a body-worn camera system in FY21. Obtaining the Watch Guard body worn cameras allows for integration with the Watch Guard in-squad video systems. The V300 is a sole source body worn camera permitting integration with the Watch Guard in-squad camera system, the sole source need is based again on the ABN recommendation. The implementation of the body worn camera program was set to begin with the purchase of twenty Watch Guard Vista HD V300 Body Worn Video System cameras. The body-worn camera systems will operate off of the same server hardware for storage as the in-squad video system.

Purchase of the storage server and related equipment will take place immediately. This phase of the purchase will be utilized for the in-squad camera system and allow for the submittal of grant funds to meet the required implementation timeline. The purchase of the body cameras will be delayed at this time for the following reasons: the potential exists for additional grant funding, and legislative changes under House Bill 3653 will have a significant impact on the department's ability to implement the body camera program. Trailer bill language has been proposed and the department will be monitoring the status.

The term of the agreement starts upon the execution of the Watch Guard agreement, terms for the warranties commence upon equipment delivery, both run for 5 years.

FINANCIAL IMPACT

The first phase of the project includes the purchase of the Watch Guard server, access point and warranty for \$10,300.00. The second phase of the project includes the purchase of 20 Vista HD V300 Body Worn cameras, and hardware equipment for \$24,799.00, Watch Guard Vista HD V300 hardware and software maintenance warranty for a period of five years for \$15,580.00 and device fees of \$5,100.00. Total purchase price including all hardware, software, and warranties is \$55,779. This cost is \$779.00 over budget. This overage can be absorbed due to current cost savings across the Village's capital improvement fund in FY21.

ATTACHMENTS

1. Watch Guard Server Quote with Master Agreement
2. Watch Guard Body Camera Quote with Master Agreement
3. Watch Guard NTP Form-Server
4. Watch Guard NTP Form-Body Cameras
5. WatchGuard Sole Source Letter

RECOMMENDED MOTION

Motion to waive the competitive bidding process and approve an agreement to purchase a video storage server and twenty Watch Guard Vista HD V300 Body Worn Camera Systems, at a cost not to exceed \$55,779.00.

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:
Lake In The Hills Police Department - Attention: Pat Boulden
server

QUOTATION - 22T-0147-01

DATE: 05-19-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP (Sector) IV-ACK-WF-CS-AP MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP	1	\$250.00	\$250.00
Rack Server 11-25 Concurrent Devices 29TB Usable Storage IV-SE-3U-25--29 Server, EL5, 16 HDD, RAID 6, 3U, 11-25 Concurrent Devices, 5CAL, Gen 4. Quantity 4 HDD, 16TB, 6GB/s 7,200 RPM, 256MB Windows Server 2019 Std 5 CAL SQL Server 2016 Std 5 CAL	1	\$8,975.00	\$8,975.00
Extended Warranty, Rack Server (WGA00421-116,-216,-117,-217)) Full Service On Site, 5-Year WGW001040	1	\$1,075.00	\$1,075.00

Total Price \$10,300.00

Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by: Ronn Solis - 463-543-9232 - ronn.solis@motorolasolutions.com

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below (“**Customer**”). WatchGuard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard, unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of

the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, “**Non-WatchGuard Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section ___ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard’s policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard’s systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement.**

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**WATCHGUARD PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Dallas, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. . Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

WatchGuard Video, Inc.

Customer: [REDACTED]

By: Denny Bennett

By: _____

Name: Denny Bennett

Name: _____

Title: RSM - Watchguard

Title: _____

Date: 05/19/21

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the **“WatchGuard Licensed Software Warranty”**. As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

“Initial Subscription Period”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a **“Renewal Subscription Year”**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **“Subscription Term”**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a **“Partial Subscription Year”**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the **“SSA Term”**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard’s Software, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**¹

Video as a Service Addendum

This Video as a Service Addendum (this “**VSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer’s participation in WatchGuard’s Video-as-a-Service Program (“**VaaS Program**”). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by WatchGuard to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to WatchGuard prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

3. Subscription Software.

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System ("**ELC**") during the VSA Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using WatchGuard Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on WatchGuard's prevailing rates, or WatchGuard may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program ("**Unlimited Storage**") is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola's CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available at [\[ADD LINK\]](#) and the Microsoft terms and conditions available at [\[ADD LINK\]](#) apply to Customer's, and its Authorized Users', use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of WatchGuard's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’ access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. WatchGuard will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but WatchGuard may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and WatchGuard makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. WatchGuard agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to WatchGuard screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened WatchGuard personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of ELC (the “**System Completion Date**”). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, “**Beneficial Use**” means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a “**Subscription**”

Quarter”), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer’s participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer’s access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from WatchGuard at the prevailing rates. WatchGuard has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer’s access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the “**VSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer’s participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer’s VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment; Section 4 – Term and Termination; Section 6 – Survival.**¹

**DEMS EXHIBIT
EVIDENCELIBRARY.COM**

The following DEMS Exhibit (the “**Exhibit**”) is an Exhibit to the VSA and sets forth the terms relating to Customer’s use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in WatchGuard’s sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface (“**API**”) offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, WatchGuard has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond WatchGuard’s control that may impact WatchGuard’s ability to achieve this goal, including but not limited to a force majeure event.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. WatchGuard will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. WatchGuard will make commercially reasonable efforts to notify Customer of unscheduled or emergency

maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet WatchGuards at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

Attached Addenda to the Agreement
- **Equipment Purchase and Software License Addendum**
- **Subscription Service Addendum**
- **Video as a Service Addendum**

WatchGuard Video
 415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661



Prepared For:
 Lake In The Hills Police Department - Attention: Pat Boulden
 v300

QUOTATION - 22T-0151-01

DATE: 05-20-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount BW-V30-10-- V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount	20	\$896.00	\$17,920.00
Pre Configured V300 Transfer Station II with Power Supply and Cables. BW-ACK-V3-TSC V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.	3	\$1,345.00	\$4,035.00
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	20	\$89.00	\$1,780.00
V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. IV-ACK-BD-V3-- V300 WiFi In-car Radio Base Bundle WiFi Charging Radio Base Smart PoE Switch Cables and Brackets	4	\$266.00	\$1,064.00
Warranty, V300 3 Year, No-Fault WGW00300-003	20	\$405.00	\$8,100.00

Extended Warranty, V300, Two Years (1 year standard + 1 year extended) - Optional	20	\$162.00	\$3,240.00
WGW00300-002			

Warranty, V300, 4th Year, (requires No Fault Warranty)	20	\$212.00	\$4,240.00
WGW00300-004			

Evidence Library, Web Server Site License Key	1	\$900.00	\$900.00
WGP02400-500			

Evidence Library, 4RE Annual Device License & Support Fee	4	\$175.00	\$700.00
WGP02400-510			

Evidence Library, VISTA/V300 Annual Device License & Support Fee	20	\$175.00	\$3,500.00
WGP02400-520			

Total Price	\$45,479.00
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Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by: Ronn Solis - 463-543-9232 - ronn.solis@motorolasolutions.com

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below (“**Customer**”). WatchGuard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard, unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of

the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, “**Non-WatchGuard Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section ___ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard’s policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard’s systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement.**

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**WATCHGUARD PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Dallas, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. . Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

WatchGuard Video, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the **“WatchGuard Licensed Software Warranty”**. As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

“Initial Subscription Period”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a **“Renewal Subscription Year”**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **“Subscription Term”**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a **“Partial Subscription Year”**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the **“SSA Term”**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard’s Software, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**¹

Video as a Service Addendum

This Video as a Service Addendum (this “**VSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer’s participation in WatchGuard’s Video-as-a-Service Program (“**VaaS Program**”). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by WatchGuard to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to WatchGuard prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

3. Subscription Software.

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System ("**ELC**") during the VSA Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using WatchGuard Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on WatchGuard's prevailing rates, or WatchGuard may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program ("**Unlimited Storage**") is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola's CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available at [\[ADD LINK\]](#) and the Microsoft terms and conditions available at [\[ADD LINK\]](#) apply to Customer's, and its Authorized Users', use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of WatchGuard's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’ access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. WatchGuard will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but WatchGuard may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and WatchGuard makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. WatchGuard agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to WatchGuard screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened WatchGuard personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of ELC (the “**System Completion Date**”). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, “**Beneficial Use**” means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a “**Subscription**”

Quarter”), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer’s participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer’s access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from WatchGuard at the prevailing rates. WatchGuard has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer’s access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the “**VSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer’s participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer’s VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment; Section 4 – Term and Termination; Section 6 – Survival.**¹

**DEMS EXHIBIT
EVIDENCELIBRARY.COM**

The following DEMS Exhibit (the “**Exhibit**”) is an Exhibit to the VSA and sets forth the terms relating to Customer’s use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in WatchGuard’s sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface (“**API**”) offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, WatchGuard has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond WatchGuard’s control that may impact WatchGuard’s ability to achieve this goal, including but not limited to a force majeure event.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. WatchGuard will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. WatchGuard will make commercially reasonable efforts to notify Customer of unscheduled or emergency

maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet WatchGuards at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

Attached Addenda to the Agreement
- **Equipment Purchase and Software License Addendum**
- **Subscription Service Addendum**
- **Video as a Service Addendum**



1115 Crystal Lake Road
Lake in the Hills, IL 60156

(847) 658-5676
Fax: (847) 960-7552
www.lith.org/police

May 25, 2021

Motorola Solutions Inc.
415 E. Exchange Pkwy.
Allen, TX 75002

Re: Purchase of Motorola mobile video equipment

This letter serves as authorization by the Village of Lake in the Hills for Motorola Solutions to place an order for the mobile video equipment on the attached sheet for a purchase price of \$10,300.00. The Village of Lake in the Hills agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

When Motorola Solutions invoices the Village of Lake in the Hills, the invoice should reference State Term Contract #22T-0147-01 and be sent to Pat Boulden at the following address:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

For taxation purposes, even if tax-exempt, the equipment sold to Village of Lake in the Hills will ultimately reside at the following address:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact Motorola ASM at 123-456-7890 or first.last@motorolasolutions.com.

Sincerely yours,

By: _____
Dave Brey
Chief of Police



1115 Crystal Lake Road
Lake in the Hills, IL 60156

(847) 658-5676
Fax: (847) 960-7552
www.lith.org/police

May 25, 2021

Motorola Solutions Inc.
415 E. Exchange Pkwy.
Allen, TX 75002

Re: Purchase of Motorola mobile video equipment

This letter serves as authorization by the Village of Lake in the Hills for Motorola Solutions to place an order for the mobile video equipment on the attached sheet for a purchase price of \$45,479.00. The Village of Lake in the Hills agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

When Motorola Solutions invoices the Village of Lake in the Hills, the invoice should reference State Term Contract #22T-0151-01 and be sent to Pat Boulden at the following address:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

For taxation purposes, even if tax-exempt, the equipment sold to Village of Lake in the Hills will ultimately reside at the following address:

1115 Crystal Lake Rd.
Lake in the Hills, IL 60156

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact Motorola ASM at 123-456-7890 or first.last@motorolasolutions.com.

Sincerely yours,

By: _____
Dave Brey
Chief of Police



21st of January 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.



4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.



- Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
- Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
- Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

A handwritten signature in blue ink that reads "Troy Montgomery". The signature is fluid and cursive, with the first name "Troy" and last name "Montgomery" clearly distinguishable.

Troy Montgomery

Director of Sales

WatchGuard Video, Inc.



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Public Works

SUBJECT: Approval of IDOT forms for the 2021 MFT Resurfacing Program and
Approval of a Task Order with Chastain and Associates

EXECUTIVE SUMMARY

Staff seeks Board approval of the following Illinois Department of Transportation (IDOT) forms for the 2021 Motor Fuel Tax (MFT) resurfacing program: the Resolution for Maintenance form, the Local Public Agency General Maintenance form and the Maintenance Engineering to be Performed by a Consulting Engineer form. Staff also seeks Board approval of a task order with Chastain to perform construction supervision and material testing services at a cost not to exceed \$41,200.00.

To use MFT funds, IDOT requires that the Village Board of Trustees appropriate the funds by approving three IDOT forms. As shown on the forms, the total amount of MFT funds the Village plans to use this year is \$1,445,684.23, consisting of construction and engineering services. The construction portion of the work accounts for \$1,389,034.23 and the engineering portion of the work accounts for the remaining \$56,650.00 (\$15,450.00 for preliminary engineering work and \$41,200.00 for construction supervision and material testing services).

Staff already hired the Village's Transportation Engineer, Chastain and Associates ("Chastain"), to perform the preliminary engineering work and is now seeking Board approval to hire Chastain to perform the construction supervision and material testing services work at a cost not to exceed \$41,200.00. Attached is the Chastain task order and the IDOT forms for your review and approval.

FINANCIAL IMPACT

The 2021 Village Budget includes \$1,458,816.00 for construction and \$56,650.00 for engineering services in the MFT Fund, for a total 2021 MFT resurfacing program budget of \$1,515,466.00. The 2021 MFT resurfacing program is expected to be under budget by \$69,791.77, pending final quantities, due to the favorable construction bid unit pricing received by the Village.

ATTACHMENTS

1. Task Order with Chastain and Associates
2. IDOT Resolution for Maintenance form
3. IDOT Local Public Agency General Maintenance form
4. IDOT Maintenance Engineering to be Performed by a Consulting Engineer form

RECOMMENDED MOTIONS

Motion to approve the following Illinois Department of Transportation forms for the 2021 Motor Fuel Tax resurfacing program: the Resolution for Maintenance form, the Local Public Agency General Maintenance form and the Maintenance Engineering to be Performed by a Consulting Engineer form.

Motion to approve the task order with Chastain to perform construction supervision and material testing services at a cost not to exceed \$41,200.00.



TASK ORDER AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS

AND

CHASTAIN & ASSOCIATES LLC

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

CONSTRUCTION ENGINEERING

OF THE

2021 MFT IMPROVEMENT PROGRAM

**TASK ORDER – CONSTRUCTION
ENGINEERING SERVICES - 2021 MFT
IMPROVEMENT PROGRAM**

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Chastain & Associates, LLC (“Consultant”) for Calendar Year 2021 Professional Engineering Services, dated December 10, 2020 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

2021 MFT Construction Phase Services – Construction engineering and material QA services for various street throughout the Village as noted below.

Street List:

Street Name	Crossroad - Begin		Crossroad - End	Length (ft)
Alexandria Drive	Annandale	to	Annandale	1,075
Alexandria Drive	Stickley	to	Ellis	314
Chancery Way	Wright	to	Winslow Way	960
Chancery Way	Annandale	to	Horseshoe	188
Chantilly Circle	Annandale	to	Annandale	1,000
Winslow Way	Chancery	to	Normandy	740
Avalon Lane	Danbury	to	Montrose	1,225
Danbury Circle	Geneva	to	Avalon	735
Geneva Court	Geneva	to	End	370
Geneva Lane	Danbury	to	Avalon	825
McKenzie Court	McKenzie	to	Windhill Lane/End	485
McKenzie Drive	Sienna	to	McKenzie	350
Margate Court	Banford Circle	to	End	565
Hayward Lane	Miller	to	Banbury	470
Melbourne Court	Waterford	to	End	305
Montclair Court	Princeton	to	End	315
Baldwin Lane	Albrecht	to	Thisle	1,175
Banford Circle	Banford	to	Margate	520
Stanton Court	Stanton Cir	to	End	430
Camden Court	Melbourne	to	End	277
Cadbury Circle	Albrecht	to	Albrecht	2,250
Stanton Circle	Miller	to	Raxburg	1,880
Banbury Court	Banbury	to	End	315
Barharbor Drive	Heron	to	Lakewood	3,040
Barharbor Court	Barharbor	to	End	435
Trinity Drive	Virginia	to	IL Route 31	1,165
Willow Street	Pyott	to	Seminole Trail	960
Indian Trail	Crystal Lake	to	Algonquin	4,910
Cherokee Trail	Delaware	to	Hiawatha	381
Hilltop Drive	Willow	to	Bernyce	920
			Total Project Length =	28,580

2. Services of Consultant:

A. Basic Services:

The man-hours shown were based upon the assumption that part-time monitoring, construction layout, quantity measurements and documentation of the project will be provided and that the contractor will complete the project by the contract specified deadline of September 30, 2021. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to unanticipated site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction engineering which will be performed by Chastain:

1) Project Startup

Chastain will complete a preconstruction video or photo documentation of the existing construction areas to document the existing conditions prior to the start of construction. Chastain will also utilize this time to prepare its documentation and records system to meet IDOT contract documentation standards acceptable for MFT funded projects as specified in the Bureau of Local Roads Manual.

The project startup also allows the Chastain inspection team time to review the plans and specification prior to the start of the project. Chastain will coordinate with the Village of Lake in the Hills to ensure that all governmental entities are aware of the project details and any impacts that the project may create.

Chastain will coordinate with the contractor to ensure that a progress schedule is approved prior to the start of construction, that subcontractors are approved, ensure that proper notice is provided to the Village, Police and Fire and the motoring public prior to the start of the project.

2) Construction Engineering

Chastain will provide Construction Engineering Services on a time and material, not-to-exceed contract amount basis. Chastain will be on-site periodically to observe and verify that items being constructed and materials being utilized are in conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

Chastain will complete a site visit diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the Village of Lake in the Hills. Chastain will verify that all materials incorporated

into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. Chastain shall keep the Village of Lake in the Hills informed as to the progress of construction.

Chastain will provide the Village of Lake in The Hills with a regular email updates indicating the approximate amount of work completed and the locations where it was completed. It will also include an anticipated schedule from the contractor regarding the work planned for the following days. The purpose of this communication is informational only, and does not indicate any control of the contractors means or methods of work by Chastain.

Chastain will establish and coordinate with the Village a communication plan to address residential issues that may arise that are project related. The Village of Lake in The Hills will be responsible for approving any changes to the contract that result, prior to the changes be completed by the Contractor.

Chastain anticipates that a Construction Engineer will be onsite part-time. The Chastain Construction Project Manager will also be available to address construction related issues and coordinate between IDOT, the Village and the contractor.

3) Meetings

Chastain will attend the preconstruction meeting with the Village of Lake in the Hills, the contractor and subcontractors. Chastain anticipates that there will be weekly construction progress meetings on site for the duration of the project. Chastain will prepare the agenda and meeting minutes.

4) Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between Chastain, Village of Lake in the Hills, the contractor, and subcontractors.

5) Project Close Out

This task includes the preparation of final job records in accordance with IDOT policy. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, documents will be printed and bound, and field books and records will be indexed and boxed for final submittal.

6) Material Testing

Rubino Engineering will be providing material QA services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements. Geotechnical services for subgrade base conditions shall be provided on an as needed basis.

7) Disclaimer

Chastain shall not supervise, direct or have any control over the contractor's work. Chastain shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Chastain is not responsible for the contractor's safety precautions or programs in connection with this project. These rights and responsibilities are solely those of the contractor. Chastain will notify the Village of any concerns we may have or observe.

B. Additional Services:

NONE

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

IDOT approval of project documentation and final pay estimate.

4. **Commencement Date:**

The date of execution of this Task Order by Owner.

5. **Completion Date:**

Construction completion is specified for September 30, 2021. Chastain's construction inspection and documentation services will be completed no later than October 29, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: Pre-construction meeting agenda and project close-out documents.

Due Date: TBD with Village.

7. **Key Project Personnel:**

Names:	Telephone:
Steve Frerichs	(847) 287-6732
Mike Hartwig	(773) 858-2569

8. **Contract Price:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Labor Detail:

Role	Man-Hours	Budget
Project Manager	8	\$1,496.00
Resident Engineer	48	\$6,480.00
Inspector	256	\$20,480.00
Documentation QA/QC	8	\$1,080.00
Material QA (Rubino)		\$8,000.00
Direct Cost (Vehicle)		\$3,664.00
Contract Fee =		\$41,200.00

Notwithstanding the foregoing, the total Contract Price shall not exceed \$41,200.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

PREFERRED METHOD--BILLING RATE TASK ORDER

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

NONE

11. **Attachments:**

NONE

Approval and Acceptance: Acceptance and approval of this Task Order shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2021

VILLAGE OF LAKE IN THE HILLS

By: Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CHASTAIN & ASSOCIATES LLC



Steve Frerichs
Sr. Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Steve Frerichs

Title: Senior Project Manager

Address: 120 West Center Court, Schaumburg, IL 60195

E-mail Address: sfrerichs@chastainengineers.com

Phone: (847) 287-6732

Fax: (773) 714-0051

ATTACHMENT A-1

Standard Charges for Professional Services (For Billing Rate Task Orders Only)

PRINCIPAL	\$200 /HR
SENIOR PROJECT MANAGER	\$187 /HR
PROJECT MANAGER	\$147 /HR
PROJECT ENGINEER	\$135 /HR
SENIOR TECHNICIAN	\$123 /HR
TECHNICIAN	\$88 /HR
DESIGN ENGINEER	\$110 /HR
ENGINEER	\$88 /HR
JUNIOR FIELD PERSONNEL	\$72 /HR
ADMINISTRATIVE COORDINATOR	\$87 /HR
ADMINISTRATIVE	\$57 /HR
CORPORATE ADMIN	\$62 /HR
<i>2021 Rate for all Administrative Staff</i>	<i>\$60 /HR</i>
PRINTS/IN HOUSE*	NO CHARGE
MILEAGE (Personal Vehicle) *	\$0.58 / MILE
MILEAGE (Survey or Construction vehicle)	\$65 / DAY
PROPERTY IRONS*	NO CHARGE
HUB/LATH*	NO CHARGE
MAILING/SHIPPING*	NO CHARGE

*Indicates Reimbursable Items



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	21-00000-01-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills Illinois that there is hereby appropriated the sum of One Million, Four Hundred Forty-Five Thousand, Six Hundred Eighty-Four and 23/100 Dollars (\$1,445,684.23) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/21 to 12/31/21.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Lake in the Hills shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Shannon DuBeau Village Clerk in and for said Village of Lake in the Hills in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Lake in the Hills at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ Month, Year _____

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section Number	Beginning	Maintenance Period Ending
Lake in the Hills	McHenry	21-00000-01-GM	01/01/21	12/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Hot Mix Asphalt	IV	Yes	Contractor					\$1,389,034.23
Total Operation Cost								\$1,389,034.23

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,389,034.23			\$1,389,034.23
Maintenance Total	\$1,389,034.23			\$1,389,034.23

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$15,450.00			\$15,450.00
Engineering Inspection	\$33,200.00			\$33,200.00
Material Testing	\$8,000.00			\$8,000.00
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$56,650.00			\$56,650.00
Total Estimated Maintenance	\$1,445,684.23			\$1,445,684.23

Remarks

SUBMITTED

Local Public Agency Official	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 50px; height: 30px;"></div>

Title

Village President

County Engineer/Superintendent of Highways	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 50px; height: 30px;"></div>

APPROVED

Regional Engineer Department of Transportation	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 50px; height: 30px;"></div>



**Maintenance Engineering to be
Performed by a Consulting Engineer**



Local Public Agency Village of Lake in the Hills	County McHenry	Section Number 21-00000-01-GM
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The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee

 > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	1.11%	6%	2.97%	\$1,389,034.23

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature	Date
Title	

BY:

Consulting Engineer Signature	Date
Title	
P.E. Seal	Date

Approved:

Regional Engineer, IDOT	Date



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the 2021 MFT Street Resurfacing Road Project

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Geske & Sons of Crystal Lake, IL, for the 2021 MFT Street Resurfacing Road Project, in an amount not to exceed \$1,389,034.23.

On May 11, 2021, four sealed bids for the 2021 MFT Street Resurfacing Road Project were opened at Public Works. The four bids ranged from a low of \$1,389,034.23 from Geske & Sons to a high bid of \$1,595,406.97. The engineer’s estimate for this project is \$1,570,414.71. The Village has previously contracted with Geske & Sons for street resurfacing and has been satisfied with the product and the company.

In order to reduce the number of driveway apron patches during this year’s project, staff inserted language into the contract specifications to minimize driveway apron damage. The specifications now require the contractor to saw cut along all sides of a curb before removing a section of curb, in order to minimize damage to driveway aprons. However, should the contractor damage a driveway apron during this project, the contractor will be required to perform a full-width driveway apron patch, and the Village is no longer responsible for paying for the driveway apron patch.

The bid results, a recommendation letter and the capital asset request form are attached for your review. The streets designated for resurfacing total approximately 5.4 miles and are as follows.

Street	Beginning Street	Ending Street
Alexandria Drive	Annandale Dr (North)	Annandale Dr (North)
Alexandria Drive	Stickley Ln	Ellis Rd
Avalon Lane	Danbury Cir	Geneva Ln
Avalon Lane	Geneva Ln	Montrose Dr
Baldwin Lane	Baldwin Ct	Thistle Ln
Baldwin Lane	Albrecht Rd	Baldwin Ct
Banbury Court	Banbury Ln	End
Banford Circle	Banford Ct	Margate Ct
Barharbor Court	Barharbor Dr	End
Barharbor Drive	Barharbor Ct	Mackinac St
Barharbor Drive	Heron Dr	Barharbor Ct
Barharbor Drive	Mackinac St	Mackinac St
Barharbor Drive	Mackinac St	Saginaw St
Cadbury Circle	Albrecht Rd	Albrecht Rd
Camden Court	Melbourne Ln	End

Chancery Way	Annandale Dr (North)	End
Chancery Way	Wright Dr	Winslow Way
Chantilly Circle	Annandale Dr (North)	Annandale Dr (North)
Cherokee Trail	Delaware Dr	Hiawatha Dr
Danbury Circle	Geneva Ln	Avalon Ln
Geneva Court	Geneva Ln	End
Geneva Lane	Danbury Cir	Avalon Ln
Hayward Lane	Hayward Ct	Banbury Ln
Hayward Lane	Miller Rd	Hayward Ct
Hilltop Drive	Willow St	Cheyenne Dr
Hilltop Drive	Cheyenne Dr	Pawnee Dr
Hilltop Drive	Pawnee Dr	Bernyce St
Indian Trail	Crystal Lake Rd	Algonquin Rd
Margate Court	Banford Cir	End
McKenzie Court	End	McKenzie Dr
McKenzie Drive	Sienna Dr	McKenzie Ct
Melbourne Court	Waterford Ln	End
Montclair Court	Princeton Ln	Princeton Ln
Stanton Circle	Raxburg Ct	Sussex Ct
Stanton Circle	Wexford Ln	Stanton Ct
Stanton Circle	Sussex Ct	Wexford Ln
Stanton Circle	Stanton Ct	Miller
Stanton Court	Stanton Cir	End
Trinity Drive	Virginia Rd	Illinois Route 31
Willow Street	Seminole Trl	Huron Trl
Willow Street	Huron Trl	Pyott Rd
Winslow Way	Chancery Way	Normandy Ln

FINANCIAL IMPACT

The 2021 Village Budget includes \$1,458,816.00 for this project in the Motor Fuel Tax Fund. If awarded, the contract would be \$69,781.77 under budget.

ATTACHMENTS

1. Chastain Recommendation Letter
2. Bid Results
3. Capital Asset Request Form

RECOMMENDED MOTION

Motion to award a contract to Geske & Sons of Crystal Lake, IL, for the 2021 MFT Street Resurfacing Road Project, in an amount not to exceed \$1,389,034.23.



May 14, 2021

Mr. Guy Fehrman
Superintendent of Streets
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156

RE: Recommendation of Contract Award
Village of Lake in the Hills – 2021 MFT Improvement Program
Section: 21-00000-01-GM

Mr. Fehrman,

The Village of Lake in the Hills received a total of four (4) bid proposals for the construction of the Village's 2021 MFT Improvement Program at the bid opening held May 11, 2021. These bids ranged from a low bid of \$1,389,034.23 to a high bid of \$1,595,406.97, indicating a competitive bid environment among the contractors who submitted bids for this project.

A review of some of the largest cost pay items in the project note the low bidder was below estimated costs and review of the items of work that are oil and gas intensive also note being lower than other recent bidding results. We have also compared unit pricing from the 2020 MFT Program and find several of the prices this year to be lower than last years.

Based on our review of the submitted bid proposals, their accuracy and completeness as detailed in the attached Bid Summary and Tabulation of Bids, we find Geske and Sons, Inc. of Crystal Lake, Illinois to be the lowest responsible bidder for the above contract. **Chastain & Associates hereby recommends award of the Village of Lake in the Hills – 2021 MFT Improvement Program to Geske and Sons, Inc. in the amount of \$1,389,034.23.** The final project amount will be determined based on actual field measurements upon completion of the work.

If you have any questions concerning our review or recommendations please let me know.

Sincerely,

A handwritten signature in black ink that reads "Steve Frerichs".

Steve Frerichs
Senior Project Manager
Chastain & Associates LLC

Attachments



Tabulation of Bids - 4 Bidders

Local Public Agency

VILLAGE OF LAKE IN THE HILLS

County

McHenry

Section Number

21-00000-01-GM

Letting Date

05/11/21

Approved Engineer's Estimate

\$1,573,545.45

Attended By (IDOT Representative(s))

[Empty box for IDOT Representative(s)]

Bidder's Name	Plote Construction Inc.	Arrow Road Construction Co.	Schroeder Asphalt Services, Inc.	Geske & Sons, Inc.	
Bidder's Address	1100 Brandt Drive	1445 Oakton Street	P.O. Box 831	400 E. Terra Cotta Ave	
City, State, Zip	Hoffman Estates, IL	Elk Grove Village, IL	Huntley, IL	Crystal Lake, IL	
Proposal Guarantee	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION		CU YD	27	50.0000	\$1,350.00	40.0000	\$1,080.00	66.5000	\$1,795.50	40.0000	\$1,080.00	70.0000	\$1,890.00		\$0.00
2	TOPSOIL F & P 4		SQ YD	2233	6.0000	\$13,398.00	7.5000	\$16,747.50	6.0000	\$13,398.00	6.7500	\$15,072.75	6.3000	\$14,067.90		\$0.00
3	SEEDING CL 1A		ACRE	0.63	3,000.0000	\$1,890.00	1,750.0000	\$1,102.50	4,500.0000	\$2,835.00	3,800.0000	\$2,394.00	4,725.0000	\$2,976.75		\$0.00
4	NITROGEN FERT NUTR		POUND	62	2.0000	\$124.00	2.0000	\$124.00	3.0000	\$186.00	5.0000	\$310.00	3.1500	\$195.30		\$0.00
5	PHOSPHORUS FERT NUT		POUND	62	2.0000	\$124.00	2.0000	\$124.00	3.0000	\$186.00	5.0000	\$310.00	3.1500	\$195.30		\$0.00
6	POTASSIUM FERT NUTR		POUND	62	2.0000	\$124.00	2.0000	\$124.00	3.0000	\$186.00	5.0000	\$310.00	3.1500	\$195.30		\$0.00
7	EROSION CON. BLANKET		SQ YD	2233	3.0000	\$6,699.00	2.7500	\$6,140.75	3.0000	\$6,699.00	1.5000	\$3,349.50	3.1500	\$7,033.95		\$0.00
8	INLET FILTERS		EACH	171	120.0000	\$20,520.00	100.0000	\$17,100.00	120.0000	\$20,520.00	100.0000	\$17,100.00	75.0000	\$12,825.00		\$0.00
9	AGG BASE CSE B		TON	80	27.0000	\$2,160.00	18.0000	\$1,440.00	14.7000	\$1,176.00	19.0000	\$1,520.00	20.0000	\$1,600.00		\$0.00
10	HMA BASE CSE 8		SQ YD	71	60.0000	\$4,260.00	65.0000	\$4,615.00	27.5000	\$1,952.50	70.0000	\$4,970.00	56.3500	\$4,000.85		\$0.00
11	BIT MATLS TACK CT		POUND	35762	1.0000	\$35,762.00	0.0100	\$357.62	0.0100	\$357.62	0.0100	\$357.62	0.0100	\$357.62		\$0.00
12	HMA SURF REM BUTT JT		SQ YD	1189	3.0000	\$3,567.00	10.0000	\$11,890.00	5.0000	\$5,945.00	4.5000	\$5,350.50	5.0000	\$5,945.00		\$0.00
13	HMA SC IL-9.5 D N50		TON	9086	75.0000	\$681,450.00	74.0000	\$672,364.00	72.3500	\$657,372.10	74.0000	\$672,364.00	70.7500	\$642,834.50		\$0.00
14	PCC DRIVEWAY PAVT 6		SQ YD	20	55.0000	\$1,100.00	90.0000	\$1,800.00	57.0000	\$1,140.00	90.0000	\$1,800.00	58.1400	\$1,162.80		\$0.00
15	PC CONC SIDEWALK 5		SQ FT	7588	7.0000	\$53,116.00	8.0000	\$60,704.00	5.9500	\$45,148.60	8.0000	\$60,704.00	6.0700	\$46,059.16		\$0.00
16	DETECTABLE WARNINGS		SQ FT	680	32.0000	\$21,760.00	28.0000	\$19,040.00	25.0000	\$17,000.00	28.0000	\$19,040.00	25.5000	\$17,340.00		\$0.00
17	HMA SURF REM 2		SQ YD	13191	2.2000	\$29,020.20	2.2500	\$29,679.75	2.1500	\$28,360.65	1.7000	\$22,424.70	1.6500	\$21,765.15		\$0.00
18	HMA SURF REM VAR DP		SQ YD	66275	2.0000	\$132,550.00	2.0500	\$135,863.75	2.1000	\$139,177.50	1.4000	\$92,785.00	1.4100	\$93,447.75		\$0.00
19	DRIVE PAVEMENT REM		SQ YD	2024	10.0000	\$20,240.00	31.0000	\$62,744.00	16.5500	\$33,497.20	13.0000	\$26,312.00	4.0000	\$8,096.00		\$0.00
20	GUTTER REM		FOOT	463	10.0000	\$4,630.00	5.0000	\$2,315.00	4.5500	\$2,106.65	5.0000	\$2,315.00	4.6400	\$2,148.32		\$0.00
21	SIDEWALK REM		SQ FT	8512	1.0000	\$8,512.00	1.5000	\$12,768.00	1.8000	\$15,321.60	1.5000	\$12,768.00	1.8400	\$15,662.08		\$0.00
22	CL D PATCH T1 4		SQ YD	203	17.0000	\$3,451.00	12.0000	\$2,436.00	10.0000	\$2,030.00	29.0000	\$5,887.00	30.2500	\$6,140.75		\$0.00
23	CL D PATCH T2 4		SQ YD	1193	16.0000	\$19,088.00	12.0000	\$14,316.00	10.0000	\$11,930.00	24.0000	\$28,632.00	26.8500	\$32,032.05		\$0.00
24	CL D PATCH T3 4		SQ YD	796	15.0000	\$11,940.00	12.0000	\$9,552.00	10.0000	\$7,960.00	21.0000	\$16,716.00	25.7000	\$20,457.20		\$0.00
25	CL D PATCH T4 4		SQ YD	597	14.0000	\$8,358.00	12.0000	\$7,164.00	10.0000	\$5,970.00	20.0000	\$11,940.00	24.7500	\$14,775.75		\$0.00
26	AGGREGATE SHLDS B		TON	286	45.0000	\$12,870.00	18.0000	\$5,148.00	65.3000	\$18,675.80	32.0000	\$9,152.00	45.0000	\$12,870.00		\$0.00
27	PIPE CULVERT REMOV		FOOT	60	60.0000	\$3,600.00	47.0000	\$2,820.00	47.0000	\$2,820.00	10.0000	\$600.00	49.3500	\$2,961.00		\$0.00
28	DRAIN UTIL STR ADJ		EACH	171	425.0000	\$72,675.00	450.0000	\$76,950.00	465.0000	\$79,515.00	350.0000	\$59,850.00	345.0000	\$58,995.00		\$0.00
29	DRAIN UTIL STR RECON		EACH	5	1,000.0000	\$5,000.00	1,450.0000	\$7,250.00	1,450.0000	\$7,250.00	1,500.0000	\$7,500.00	1,700.0000	\$8,500.00		\$0.00
30	CONC GUTTER TB		FOOT	463	26.0000	\$12,038.00	28.5000	\$13,195.50	25.2000	\$11,667.60	28.5000	\$13,195.50	25.7000	\$11,899.10		\$0.00

31	CONC GUTTER TB SPL		FOOT	155	32.0000	\$4,960.00	31.5000	\$4,882.50	34.0000	\$5,270.00	31.5000	\$4,882.50	34.6800	\$5,375.40		\$0.00
32	COMB CONC C&G R/ R		FOOT	7480	32.0000	\$239,360.00	32.5000	\$243,100.00	29.3000	\$219,164.00	32.5000	\$243,100.00	29.8900	\$223,577.20		\$0.00
33	TR CONT & PROT 701501		L SUM	1	64,000.0000	\$64,000.00	78,000.0000	\$78,000.00	76,700.0000	\$76,700.00	69,000.0000	\$69,000.00	25,305.0000	\$25,305.00		\$0.00
34	TR CONT & PROT 701801		L SUM	1	100.0000	\$100.00	1.0000	\$1.00	1.0000	\$1.00	1.0000	\$1.00	1.0000	\$1.00		\$0.00
35	THPL PVT MK LTR & SYM		SQ FT	73	5.5000	\$401.50	4.0000	\$292.00	5.0000	\$365.00	4.0000	\$292.00	4.2000	\$306.60		\$0.00
36	THPL PVT MK LINE 4		FOOT	18206	0.7500	\$13,654.50	0.6000	\$10,923.60	0.6000	\$10,923.60	0.6000	\$10,923.60	0.6300	\$11,469.78		\$0.00
37	THPL PVT MK LINE 6		FOOT	67	1.2500	\$83.75	0.7500	\$50.25	1.0500	\$70.35	0.7500	\$50.25	0.7900	\$52.93		\$0.00
38	THPL PVT MK LINE 12		FOOT	223	2.5000	\$557.50	1.5000	\$334.50	2.5000	\$557.50	1.5000	\$334.50	1.5800	\$352.34		\$0.00
39	THPL PVT MK LINE 24		FOOT	416	5.5000	\$2,288.00	4.0000	\$1,664.00	5.0000	\$2,080.00	4.0000	\$1,664.00	4.2000	\$1,747.20		\$0.00
40	HMA DRIVEWAY PAVT 3		SQ YD	1933	28.0000	\$54,124.00	28.7500	\$55,573.75	10.0000	\$19,330.00	25.0000	\$48,325.00	26.4000	\$51,031.20		\$0.00
41	BRICK PAVER REM & RE		SQ YD	22	120.0000	\$2,640.00	165.0000	\$3,630.00	60.0000	\$1,320.00	110.0000	\$2,420.00	63.0000	\$1,386.00		\$0.00
Total Bid:						As Read:	\$1,595,406.97	\$1,477,960.77	\$1,497,102.42	\$1,389,034.23						
						As Calculated:	\$1,595,406.97	\$1,477,960.77	\$1,497,102.42	\$1,389,034.23						\$0.00
						% Over/Under:	0.01%	-0.06%	-0.05%	-0.12%						

CAPITAL ASSET REQUEST FORM

FUND:	Motor Fuel Tax Fund
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Street Resurfacing

TOTAL EXPECTED COST:

\$1,458,816.00

DESCRIPTION:

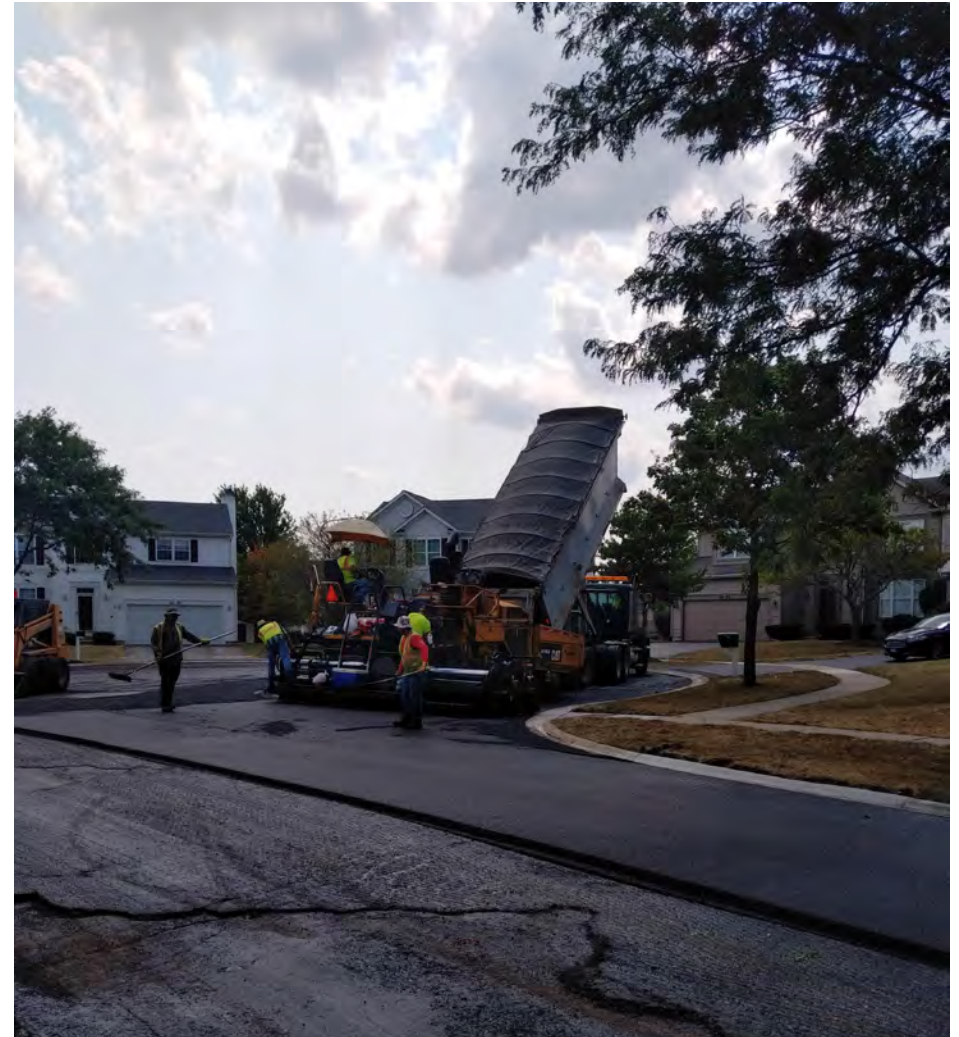
Utilize (MFT) revenues to replace streets that are based on the street replacement plan.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Each year, staff evaluates the condition of a portion of the total pavement in the Village. Based on this assessment, each pavement segment is given a condition rating. Streets are prioritized in the replacement schedule based on the condition assessment. Delaying the replacement of deteriorated streets could lead to higher future replacement costs.
- 2: Although the Village maintains a proactive street maintenance program which includes crack sealing and patching, asphalt roads have about a twenty-one year life cycle.
- 3: This year's MFT resurfacing project carries a budget cost of \$1,517,780 This does not include design engineering and project management costs associated with the project.





REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Wedgewood Pond Shoreline Stabilization Project and Approval of a Budget Amendment to the Special Services Area #5 Fund

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to the V3 Construction Group ("V3") of Woodridge, IL, for the Wedgewood Pond shoreline stabilization project in an amount not to exceed \$165,500. Staff also seeks approval of an Ordinance approving a budget amendment to the Special Services Area #5 Fund for the fiscal year ending December 31, 2021.

Village staff released a Request for Proposal (RFP) for the Wedgewood Pond shoreline stabilization project on April 22, 2021. The RFP invitation was sent to over fifty vendors, posted on the Village's website, and published in the Northwest Herald. Public Works received and opened eight sealed proposals on May 13, 2021. The V3 Construction Group ("V3") of Woodridge, IL was the lowest responsible bidder at \$165,500, which is \$15,500 over the budgeted amount of \$150,000.

In order to budget for this project, staff researched costs during the FY 2021 budget preparation process. After the bid opening, staff investigated the cause of bids exceeding expected project cost and learned that they were the result of higher than expected labor costs. Award of this project will require a budget amendment to the Special Services Area (SSA) #5 Fund.

The Village has contracted with V3 for other construction projects and has been satisfied with their product and service. Staff recommends award of this project as the Wedgewood Pond shoreline is in need of stabilization to prevent future erosion.

FINANCIAL IMPACT

The 2021 Village Budget includes \$150,000 for this project in the SSA #5 Fund. The low bid from V3 is \$15,500 over the budgeted amount of \$150,000. Approving the proposed Ordinance will provide authorization to amend the 2021 Village Budget and expend an additional \$15,500 from the SSA #5 Fund. The Fund currently has adequate reserves to absorb the \$15,500 budget amendment; however, the Village will likely need to increase the SSA #5 tax levy within the next five years in order to keep the fund balance reserve sufficient for future projects.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Capital Asset Request Form
5. Proposed Ordinance

RECOMMENDED MOTIONS

Motion to award a contract to the V3 Construction Group of Woodridge, IL, for the Wedgewood Pond shoreline stabilization project, in an amount not to exceed \$165,500.00.

Motion to approve an Ordinance approving a budget amendment to the Special Services Area #5 Fund for the fiscal year ending December 31, 2021.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: May 14, 2021
Subject: RFP Results – Wedgewood Pond Shoreline Stabilization Project

The RFP opening for the Wedgewood Pond Shoreline Stabilization Project was held at the Public Works Facility located at 9010 Haligus Rd, Lake in the Hills, IL on May 13, 2021 at 10:00 a.m. Vendors in attendance were John Paterson – ILM, Markus Grasemann – Great Lakes Landscape, Co., Eric Ruth – Alliance Construction, Paul Daniel – Schwartz and Jim Bessler – V3. Those present from the Village of Lake in the Hills Public Works Department were Peter D’Agostino – Administrative Services Manager, Sunni Butler – Administrative Specialist I, Guy Fehrman – Streets Superintendent and Tom Dunn – Streets Crew Lead. Peter D’Agostino from the Village of Lake in the Hills Public Works Department opened and read aloud the following sealed RFP submittals:

Company	BID Amount
Alliance Contractors, Inc - Woodstock, IL	\$252,550.00
Copenhaver Construction - Gilberts, IL	\$254,000.00
Encap Incorporated - DeKalb, IL	\$198,000.00
Integrated Lake Management - Waukegan, IL	Option 1 - \$190,341.50
	Option 2 – The Village reviewed this option and determined that it is non-responsive
	Option 3 – The Village reviewed this option and determined that it is non-responsive
Nettle Creek Nursery, Inc. - Morris, IL	\$246,463.00
V3 Construction Group, LTD - Woodridge, IL	\$165,500.00
Great Lakes Landscape Company, Bartlett, IL	\$239,200.00
Schwartz Excavating - Countryside, IL	\$199,000.00

The RFP opening concluded at 10:12 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Director of Public Works
From: Guy Fehrman, Superintendent of Streets
Date: May 14, 2021
Subject: Recommendation to Award a Contract for Wedgewood Pond Shoreline Stabilization to V3 Construction

I recommend awarding the contract to V3 Construction for the Wedgewood Pond shoreline stabilization and a P.O. in the amount of \$165,500 for 2021.

A request for proposal invitation was sent to over seventy prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On May 13, 2021, eight sealed bids were opened for shoreline stabilization. V3 Construction was low bid at \$165,500. The Village has contracted with V3 Construction for other construction projects and has been satisfied with their service and the company.

The 2021 Village Budget includes \$150,000 for the shoreline stabilization in the Special Service Area #5 Fund. Approving this contract award would require a budget amendment in the amount of \$15,500.

APPENDIX 4

**VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

Wedgewood Pond Shoreline Stabilization Project

CONTRACTOR'S NAME: V3 CONSTRUCTION GROUP, LTD.

ADDRESS: 7325 JANES AVENUE

WOODRIDGE, ILLINOIS 60517

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF ONE HUNDRED SIXTY FIVE THOUSAND **Dollars (\$** 165,500.00 **)**
FIVE HUNDRED

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for the Wedgewood Pond Shoreline Stabilization Project, [he/she] will completely perform the contract in strict accordance with its terms and conditions by September 30, 2021. If the Contractor fails to complete the work by the above-specified date, the Contractor will be charged \$200.00 per each calendar day over this date as liquidated damages. A written statement from the Contractor indicating completion of the project will be required to initiate a final punchlist walkthrough by the Village.

If the contractor experiences a delay in the project due to circumstances not under the contractor's control, the contractor may request an extension to the completion date; however, any/all extensions must be granted in writing by the Village Project Manager.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for the Wedgewood Pond Shoreline Stabilization Project, in accordance with the RFP specifications and drawings.

6. CONDITIONS:

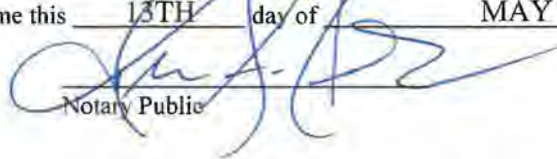
The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.

Dated at WOODRIDGE, ILLINOIS this 13TH day of MAY, 2021

By: 
(signature) MICHAEL FAMIGLIETTI, P.E.

Its: PRESIDENT
Title

MICHAEL FAMIGLIETTI, P.E., being duly sworn, deposes and states that he/she is the PRESIDENT of V3 CONSTRUCTION GROUP, LTD. and that the statement above is true and correct. Subscribed and sworn before me this 13TH day of MAY, 2021

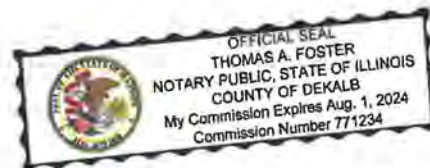
(NOTARY STAMP) 
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2021

By: _____
(signature)

Title: _____



CAPITAL ASSET REQUEST FORM

FUND:	Special Service Areas
DEPARTMENT:	Public Works
DIVISION:	Streets

NAME OF ASSET OR PROJECT TITLE:

Wedgewood Pond Shoreline Stabilization

TOTAL EXPECTED COST:

\$150,000.00

DESCRIPTION:

Stabilize the Wedgewood Pond shoreline.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: The 25-year-old Wedgewood detention pond requires stabilization.
- 2: The wet bottom detentions shoreline over the years has continued to deteriorate. The deterioration is due to high water levels from rain events that erode the shoreline. Several residents around the detention pond have voiced concerns and would like repairs made.
- 3: Without repairs, the shoreline will continue to degrade. The department will stabilize the shoreline using flexamat, a stabilizing block mat.



VILLAGE OF LAKE IN THE HILLS

Ordinance 2021-_____

**An Ordinance Approving a Budget Amendment
to the Operating Budget for the
Fiscal Year Ending December 31, 2021**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2021 as part of Ordinance No. 2020-36; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2021 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 27th day of May, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 27TH DAY OF MAY 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

Exhibit A

05-27-2021

Village of Lake in the Hills
 Budget Transfer/Amendment
 For the Fiscal Year Ending December 31, 2021

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
SPECIAL SERVICE AREA #5 FUND					
Special Service Area #5					
324.00.00-80.12	Capital Improvements	150,000	165,500	15,500	The Wedgewood Pond shoreline stabilization project exceeded budgeted estimates.
	Total - Special Service Area #5			15,500	
	TOTAL SPECIAL SERVICE AREA #5 FUND			15,500	



REQUEST FOR BOARD ACTION

MEETING DATE: May 25, 2021

DEPARTMENT: Community Development

SUBJECT: Amendment to the 2002 Comprehensive Plan, Chapter IV, Subarea Plans, Subarea 3

EXECUTIVE SUMMARY

The Community Development Department has prepared amendments to the Comprehensive Plan to expand Subarea 3 to include a Subarea 3a section and a Subarea 3b section. The Subarea 3a section keeps current Comprehensive Plan language addressing the airport and surrounding areas. The Subarea 3b section was created to address specific airport improvement needs in more detail. Subarea 3b addresses airport improvements to the airport runway, hangars, and current and future operations areas. The amendments reflect the Village's efforts toward improvement of existing facilities and development of additional facilities as depicted in the Federal Aviation Administration and Illinois Division of Aeronautics Airport Layout Plan. Planned improvements include upkeep, maintenance, security, development of existing facilities, and addition of new facilities, such as tie-downs and a terminal to ensure future longevity.

Recommended upkeep, maintenance, security, and access implementation items include monitoring and improvement of safety of ground and air operations and modernization of facilities that emphasize safety and sustainability. Also recommended are the securing of safe hangar access through property acquisition, including acquisition of current through-the-fence agreement properties.

The Plan Commission met on May 17, 2021 and recommended approval of the Amendment to the Comprehensive Plan, Chapter IV, Subarea Plans, Subarea 3 by a vote of 4-0, with 3 members absent.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance Amending the 2002 Comprehensive Plan, Chapter IV, Subarea Plans, Subarea 3

RECOMMENDED MOTION

Motion to approve the Ordinance amending the 2002 Comprehensive Plan, Chapter IV, Subarea Plans, Subarea 3.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Amending the 2002 Comprehensive Plan,
Chapter IV, Subarea Plans, Subarea 3**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, 65 ILCS5/11-12-7 of the Illinois Municipal Code requires that no comprehensive plan or amendment shall be adopted unless a public hearing is held regarding the proposed plan; and

WHEREAS, on April 30, 2021 a public hearing notice was published in the Northwest Herald Newspaper general circulation within the county(s) of McHenry and Kane announcing that the Planning and Zoning Commission would hold a public hearing on the proposed amendments to the 2002 Comprehensive Plan; and

WHEREAS, said public hearing was held on May 17, 2021 and all interested persons were afforded the opportunity to comment on the amendments to the 2002 Comprehensive Plan; and

WHEREAS, the Village Planning and Zoning Commission recommended on May 27, 2021 Board of Trustee approval by a vote of 4-0, with 3 members absent; and

WHEREAS, the President and Board of Trustees have reviewed the plan and are prepared to officially adopt an amendment to the 2002 Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That the amendments to Chapter IV, Subarea Plans, Subarea 3, attached hereto as Exhibit A and made a part hereof, is hereby approved.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be

adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall become effective ten (10) days after the date of filing a certified copy of this ordinance with the McHenry County Recorder of Deeds.

Passed this 27th day of May, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 27th DAY OF MAY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

Exhibit A

Lake in the Hills 2002 Comprehensive Plan



Prepared by:
Planning Resources Inc.
402 West Liberty Drive
Wheaton, IL 60187

September 10, 2002
Amended February 12, 2004
Amended April 27, 2006
Amended April 12, 2007
Amended February 14, 2008
Amended September 22, 2009
Amended April 25, 2013
Amended May 27, 2021

Acknowledgements

Comprehensive Plan Planning Advisory Committee

Laura Brown, Parks and Recreation Board
Joe DeMay, Economic Development Commission
Wayne Dixon, Zoning Board of Appeals
James P. Kennedy, Village Trustee
Robert Klaas, Zoning Board of Appeals
Paul Mulcahy, Plan Commission
Paula Yensen, Village Trustee

Village Board

Edwin M. Plaza, Village President
Cheryl Perrone, Village Clerk
James P. Kennedy, Village Trustee
Stephen Harlfinger, Village Trustee
Steven J. Stahl, Village Trustee
Paula Yensen, Village Trustee
Ray Bogdanowski, Village Trustee
Thomas Pavelko, Village Trustee

Planning and Zoning Commission

Paul Mulcahy, Chairman
Brent Borkgren
Gregory Cook
John Gandolfo
Robert Klaas
Anna Siakel
Thomas Stock

Staff

Gerald D. Sagona, Village Administrator
Dan Olson, AICP, Director of Community Development

Planning Resources, Inc.

Pam Richart, AICP, Director of Planning and Vice President
Kevin Nelson, Senior Planner

Village of Lake in the Hills 2002 Comprehensive Plan Update

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Appendix A

**Community Assets, Strengths, Opportunities, Needs and Problems
Minutes of March 5, 2001 Meeting #1**

Appendix B

**Community Public Opinion Survey
Summary Comments #1 of Community Survey
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Summary of Community Survey Responses**

Appendix C

**Interview Summary, Bruce White
Interview Summary, Chet Ward
Interview Summary, Deb Framarin
Interview Summary, Gordon Larsen
Interview Summary, Dr. Jerry Hartley
Interview Summary, John Green**

Appendix D

Comment Form Summary from the Open House

**Subarea #3A,
Airport Mixed Use PUD/Corporate Offices**

Location: Area bound by Rakow Road & Jennings Drive to the north, the Lake in the Hills Fen Nature Preserve to the west and south, and the McHenry Prairie Trail to the east.

Size: 552 Acres

Zoning: B-4, Business District, Commercial, Lake in the Hills
M-1, Manufacturing, Limited, Lake in the Hills
A-D1, Airport District, Lake in the Hills
A-D 2, Airport District, Lake in the Hills

Existing Conditions: The Lake in the Hills municipal airport and associated airport-related uses are surrounded by mined lands, ready to be reclaimed and developed. Also, Pyott Road is lined with service commercial uses, many of which also serve the airport, along its west side, and an older industrial park exists east of Pyott, just south of this subarea.

Proposed Land Use: Plans for this subarea take advantage of the airport and future renovation, capitalizing on opportunities for retail commercial, corporate office, office research, and office/warehouse distribution uses. The additional traffic generated by the airport from the new commercial uses, coupled with the lack of overnight lodging in the area, would support a hotel and one or more restaurants. Also, commercial uses planned along relocated Rakow and Pyott Roads would serve employees of this large employment center, as well as surrounding residents.

Policy Statement: Material Service Corporation has completed mining of lands around the airport west of Pyott Road and south of Rakow Road. Also, it is expected that lands east of Pyott Road and west of Prairie Trail will be completed within the next few years. This creates opportunities for non-residential development around the airport. The planned mix of uses will add to airport traffic, by increasing executive traffic and the flying of products to and from Lake in the Hills. The ability to develop this area with quality commercial retail, office parks, warehouse and distribution centers, and office, research and development uses will create a center of commercial activity that will create an identity for Lake in the Hills as a major employment center.

Implementation/ Design:

1. Work cooperatively with Material Service Corporation to:
 - Develop a master plan for this area that has support from both Material Service Corporation and the Village of Lake in the Hills that builds from concepts presented for this subarea;

- Ensure that the area is suitably graded and made ready for planned development;
 - Extend public sewer to serve planned uses;
 - Identify bodies of water or wetlands that should be preserved and worked into an overall stormwater management plan or which may be regulated by other agencies (i.e., McHenry County and the U.S. Army Corps of Engineers); and
 - Prepare a developer prospectus that profiles planned uses that can be used to market this area, and send to qualified developers throughout the country.
2. Create a new Business zoning district for properties with a larger minimum lot size that will accommodate proposals for this subarea that addresses use, intensity of use (bulk regulations), transitions and bufferyards, and landscape and architectural guidelines:
- Encourage the re-zoning of properties in this subarea to this new district classification to stimulate development and show the Village is committed to creating a mixed use, regional business park;
 - Encourage Planned Developments that will lead to imaginative design of coordinated land uses and to provide relief from the Subdivision and Zoning requirement that are designed for conventional developments;
- ~~3. Make the implementation of the airport improvement plan a priority, and obtain required approvals and permits for construction.~~
34. Develop sites that:
- Recognize height limits, based on required clear zones associated with the airport;
 - Ensure that developments comply with the Airport Zoning regulations, with respect to building height and setbacks from runways and other restricted areas or zones;

Lake in the Hills

Comprehensive Plan Update

Concept Plan Subarea 3a & 3b

Size: 552.0 Acres

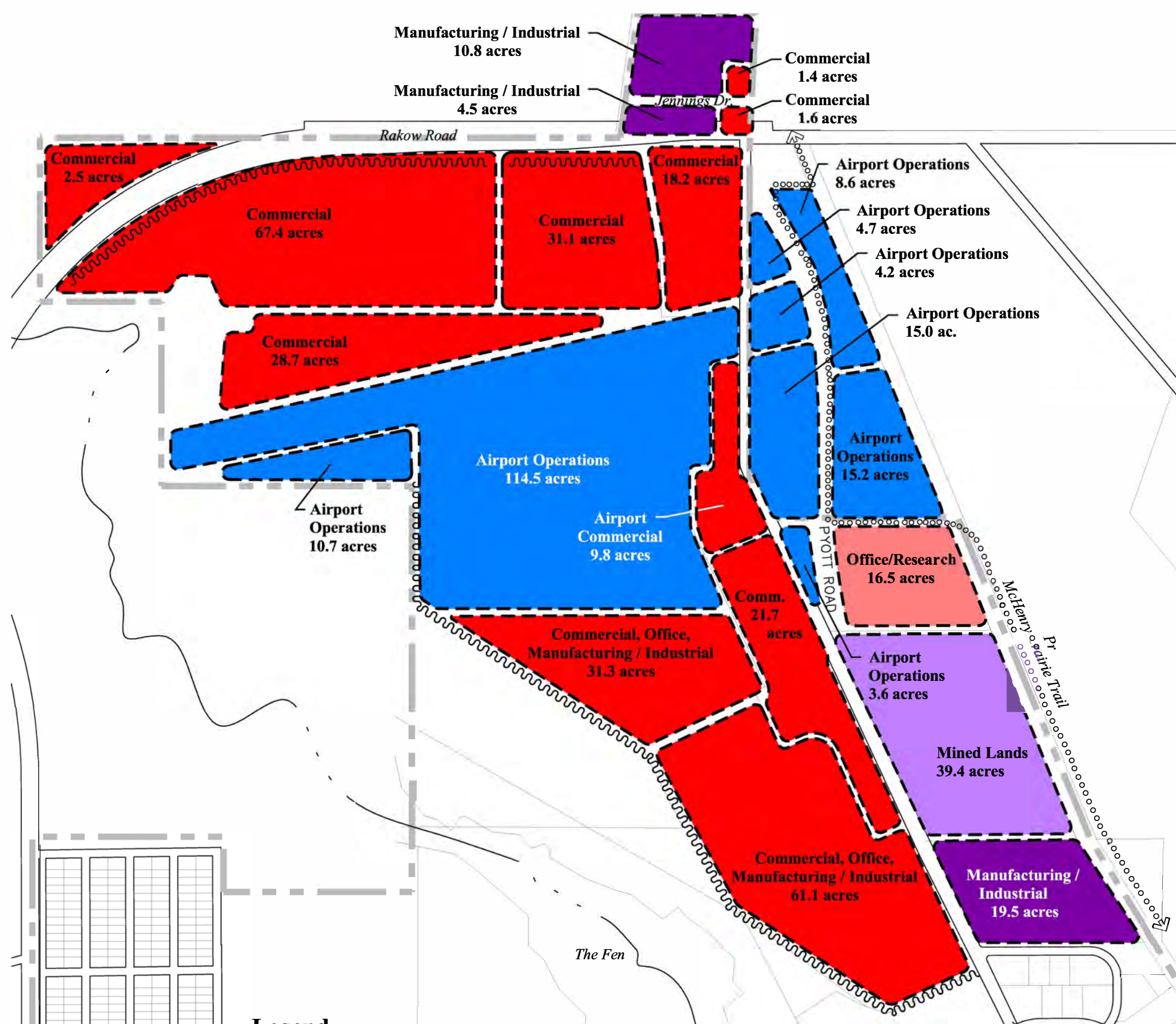


Goals:

- Create a mixed use regional center that:
 - Establishes a mix of retail/commercial uses along Rakow Road
 - Takes advantage of the existing airport
 - Provides opportunities for corporate offices
 - Includes office, warehouse and distribution centers
 - Establishes locations for office, research and development
- Develop support services for this regional center that includes:
 - Hotel and restaurant
 - Support commercial for employees
- Provide access to existing recreation and open space, such as:
 - Prairie Trail
 - The Fen and surrounding open space
- Integrate airport renovation plans
- Developments should be in compliance with the Airport Hazard Zoning Regulations (chapter 26)
- Integrate Strategic Plan for Economic Development

Potential Uses:

- Retail/Commercial
- Corporate office
- Hotel/Restaurant
- Business services (i.e., printing, photography, etc.)
- Personal services (i.e., hair salon, drycleaning)
- Airport commercial
- Office/warehouse/distribution centers
- Office/research and development



Legend

- Proposed Land Use
- Municipal Boundary
- Existing Bike Path
- ~ Landscape Buffer

- Protect the Lake in the Hills Fen Nature Preserve:
 - Require new buildings, roads or parking lots and drive aisles to be set back from the Fen by 100 or more feet;
 - Require a developer to demonstrate that subsurface excavation does not block the flow of groundwater into the Fen; and
- Result in the application of techniques that reduce stormwater runoff and allow stormwater to infiltrate into the ground.
Encourage:
 - Use of bioswales in parking lots (interconnected swales that allow infiltration of stormwater into the ground and which detain and convey stormwater) that are planted with deep-rooted vegetation that will assimilate pollutants and reduce stormwater runoff;
 - Installation of permeable pavements to allow surface water infiltration and reduce run-off;
 - Alternatives using sodium chloride (salt) to de-ice pavements in the winter months that are less harmful to the environment. Also, focus the location and rate of application of de-icing products to those areas that are critical for safety (i.e., heavily-used parking lots and sidewalks); and
 - Landscaping perimeter yards and detention basins with native plants to:
 - Reduce stormwater runoff;
 - Assimilate nutrients and intercept pollutants from run-off;
 - Stabilize slopes;
 - Reduce required maintenance of landscapes;
 - Provide a landscape that is diverse in texture and color; Reduce the use of herbicides and fertilizers that degrade the environment; and
 - Consider incentives for developers that follow sustainable, environmental-friendly practices such as the ones described above, that comply with the Village's Economic Incentive Policy;

Office Research and Development



- Require 110- and 50-foot landscaped yards (building and parking setbacks) along Rakow Road and Pyott Road to:
 - Provide separation and screening of large-scale uses from existing residential subdivisions north of Rakow Road; and
 - Create a landscape around the perimeter of the subarea that is consistent with the quality of development envisioned for this business park, and builds identity as a corporate campus;
 - Establish pavement setback requirements for interior roadways that ensure at least 25 feet of area is available for buffering parking lots and enhancing site development through landscaping;
 - Result in quality architectural design (except for the airport hanger), requiring:
 - The predominant use of masonry, precast concrete, or architectural steel and glass or other permanent, durable material;
 - Long walls (200 feet or more) to be articulated through design, change in materials, color and/or landscaping;
 - Enhancements of major entryways through landscaping and architectural design, including the extensive use of glass and ornamentation appropriate for the style of the building;
 - Screening of all roof-mounted mechanical equipment;
 - Screening of all loading areas and truck docks; and
 - An interior system of roof drainage, to avoid gutters, downspouts and scuppers;
 - Signs (both wall and monument) that provide building identification without sign proliferation; and
 - Design street and parking lot lighting that will be carried through the entire park to unify the development.
45. Create pedestrian linkages from use areas inside this subarea to the Prairie Trail and the Lake in the Hills Fen Nature Preserve for use by both employees and the public. Work with McHenry County to determine whether or not a “trail head”, improved with parking, restrooms, water fountain and maps of the trail, should be developed within this subarea.

56. Enforce maintenance of existing commercial properties along Pyott Road and adopt guidelines for landscaping, architectural design, signage and lighting that will:
- a. Help to visually tie these buildings into the rest of the new business park;
 - b. Promote compatibility in design between these uses; and
 - c. Upgrade the appearance of existing properties.

Subarea #3B
Airport Improvements

Location: Area owned by the Village including the airport runway, hangers and operations areas.

Size: 163.8 Acres

Zoning: AD-1, Airport District, Lake in the Hills

Existing Conditions: The Lake in the Hills municipal airport and associated airport-related uses are currently in operation, serving the Village of Lake in the Hills and surrounding communities.

Proposed Land Use: Plans for this subarea include future renovations of existing facilities and addition of additional facilities and terminal as substantially similar to the depiction in the Federal Aviation Administration and Illinois Division of Aeronautics Airport Layout Plan.

Policy Statement: The Lake in the Hills airport is a valuable asset to the Village, surrounding communities, McHenry County, and the State of Illinois. Upkeep, maintenance, security, and development of existing facilities are very important to the Village and to its users and should be fully supported. Maintaining adequate and safe access to hangers is necessary for the continued viable operation of the airport. Without accessible hangers, customer usage would not be able to be accommodated and airport viability would be compromised. Ensuring long-term access to hangers and to airport facilities in general is an important consideration for safe and sustainable airport operations. Finally, the addition of new facilities is also very important to future longevity and should be fully supported. New facilities, such as hangers, tie-downs, and a terminal allow for airport growth and the addition revenue needed to pay ongoing operating and maintenance costs and to continue to support airport users.

Implementation/

- Design:**
1. Continue to work towards the upkeep, maintenance, security, access, and improvement of existing facilities.
 - Continuously monitor and improve safety of ground and air operations
 - Operate and modernize facilities that reflect the professional management of the airport emphasizing safety and sustainability.
 - Secure safe hanger access through property acquisition to ensure long-term operation of hangers and the airport through the establishment of a 115 foot wide corridor for ingress and egress of aircraft in accordance with FAA standards.

2. Continue to work towards the addition of new facilities to serve current and future airport needs.

- Continue to implement the Airport Layout Plan.
- Acquire all or part of existing through-the-fence properties, including, but not limited to 8545, 8559, and 8585 Pyott Road, to enhance airport capabilities in order to maintain a minimum of 115 feet of taxiway object free area.

