

VILLAGE OF DOWNERS GROVE
Report for the Village
2/18/2025

SUBJECT:	SUBMITTED BY:
Resolution Approving ALPR Maintenance Agreement with Minuteman Security Technologies, Inc.	Mike DeVries Chief of Police

SYNOPSIS

A resolution has been prepared to authorize a three-year agreement between the Village and Minuteman Security Technologies, Inc. for the maintenance of the Village's ALPR system.

STRATEGIC PLAN ALIGNMENT

The Goals for 2023 to 2025 include *Top Quality Infrastructure and Exceptional Municipal Services*.

FISCAL IMPACT

The FY25 Budget includes \$24,954.90 in the General Fund for this purchase. Future years will be budgeted accordingly.

RECOMMENDATION

Approval on the February 18, 2025 consent agenda.

BACKGROUND

In 2021, the Village entered into a multiyear agreement with Minuteman Security Technologies, Inc. (Minuteman) for the purchase, installation and operation of a fixed-location Automated License Plate Reader (ALPR) system, which has subsequently been amended to contemplate the purchase and installation of additional ALPR cameras. Currently, the Village has 20 ALPR system sites, comprised of 25 ALPR cameras.

The purchase of each ALPR camera is accompanied by a one-year warranty. The Village's ALPR camera warranties have expired or will be expiring soon depending on the camera age. To ensure the continued, uninterrupted service of the ALPR systems, existing ALPR's will require general maintenance. Staff recommends entering into a three-year maintenance service agreement with Minuteman as Minuteman has installed the Village's current ALPR system and Minuteman is the only vendor with access to Minuteman's proprietary Osprey Recognition database, which must be accessed to ensure complete and proper maintenance of the ALPR system. Using any other vendor may preclude the vendor from performing remote services relative to the ALPR cameras, such as status checks, repairs, or software and server updates.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
MINUTEMAN SECURITY TECHNOLOGIES, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Minuteman Security Technologies, Inc. (the "Contractor"), for automated license plate reader maintenance services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

AGREEMENT

This Agreement is made this ____ day of _____, 2025 by and between Minuteman Security Technologies, Inc., a Massachusetts Corporation ("Contractor"), and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 850 Curtiss St., Downers Grove, Illinois, 60515 ("Customer").

WHEREAS, the Customer wishes to retain the services of the Contractor to provide certain automated license plate reader maintenance services as described in more detail in Quote #037224 v4, attached hereto as Exhibit B and incorporated herein by reference ("Services"); and

WHEREAS, the Contractor is willing to perform the Services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See the attached Quote #037224 v4, attached hereto as Exhibit B and incorporated herein by reference. If there are any conflicts or ambiguities in the interpretation of the provisions of this Agreement, and #037224 v4, the conflicts or ambiguities shall be resolved in favor of this Agreement, and then #037224 v4.

II. Term of Agreement

This Agreement shall terminate on December 31, 2027.

III. Compensation

A. Basic Fees:

Fees for the work completed by Contractor pursuant to this Agreement shall be Seventy-Four Thousand, Eight Hundred and Sixty-Four Dollars and Seventy Cents (\$74,864.70). Any additional work performed that will increase the Agreement price in excess of this amount must be approved in writing by both parties.

B. Contractor Invoices:

The Contractor shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Customer will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Customer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Customer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Customer shall review in a timely manner each bill or invoice after its receipt. If the Customer determines that the bill or invoice contains a defect making it unable to process the payment request, the Customer shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Customer and Contractor

The relationship between the Customer and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subContractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subContractors; and further it will promptly notify the contracting agency and the Department in the event any subContractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subContractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Contractor, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Contractor or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through

the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;

6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Contractor, its employees and sub-contractors, agree not to commit unlawful

discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Contractor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Contractor represents and warrants to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is 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. The Contractor further represents and warrants to the Customer that the Contractor 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. The Contractor hereby agrees to defend, indemnify and hold harmless the Customer, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor. Contractor shall cooperate with the Customer in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Contractor agrees to indemnify, defend, and hold harmless the Customer against any suit, claim, or proceeding brought against the Customer for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse

of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Customer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee that is contrary to this condition is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Customer, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services for the Project.

V. Insurance and Indemnification of the Customer

A. Insurance

The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Contractor from the types of claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Contractor's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Customer.

The Contractor shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Contractor shall provide the Customer with certificates of insurance naming the Village of Downers Grove, its officers, officials, employees and agents as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Customer.

B. Indemnification

The Contractor will indemnify and hold harmless the Customer and its officers, officials, employees and agents from any and all liability, losses or damages the Customer may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor under this Agreement, without any limitation as to total liability. This indemnification does not apply to liability caused by the Customer's own negligence. Customer shall not indemnify or hold harmless Contractor.

VI. Illinois Prevailing Wage Act

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if

applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Filing false records is a Class A misdemeanor.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

VII. Miscellaneous Provisions

A. Termination

In the event of the Contractor's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Customer, the Agreement may be canceled, in whole or in part, upon the Customer's written notice to the Contractor. The Customer will pay the Contractor's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Contractor will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Contractor will not assign or subcontract any portion of this Agreement, unless the Customer agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515**

**Minuteman Security Technologies, Inc.
8200 w 185th St.**

Tinley Park, IL 60487

I. Village Ordinances

The Contractor will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

J. Use of Customer’s Name

The Contractor is specifically denied the right of using in any form or medium the name of the Customer for public advertising unless express permission is granted by the Customer.

K. Disadvantaged Business Enterprise (DBE) Certification

Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company’s name, address, city, state and zip code; company’s contact person’s name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Minuteman Security Technologies, Inc.

Village of Downers Grove

By: Shawn OConnell

By: _____

Title: Business Development Manager

Title: _____

Date: 1/28/2025

Date: _____

Exhibit A
Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor has not contributed to any elected Village position within the last five (5) years.

Shawn OConnell
Signature

Shawn OConnell
Print Name

Contractor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Exhibit B
Quote #037224 v4



We have prepared a quote for you

2025 - 3-Year Service/Maintenance Agreement

Quote # 037224
Version 4

Prepared for:

Downers Grove Police Department

Jeremy Thayer
jthayer@downers.us

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302



Scope of Work

Scope:

Minuteman Professional Services

Minuteman warrants each new product to be free from defects in material and workmanship, under recommended normal use and service for a period of one (1) year on labor from the date of delivery to the first user-purchaser. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product that is found to be damaged outside of recommended normal use and service. In addition to the standard service and warranty above these levels of Service Agreements can be purchased:

Level 1 Service Agreement: Level 1 Service Agreement is Minuteman's basic service agreement providing the following:

- Remote technical support
- Response time is within 1 business day

A fixed cost is provided with the Level 1 Service Agreement for ease in budget planning. Level 1 provides remote technical support following the first-year warranty during standard business hours. Following the one-year warranty period, Level 1 provides remote technical support where you have access to our support technicians to troubleshoot and support your software and hardware needs. An extension or renewal beyond 1 year can be purchased or up to 5 years coverage at a time. If a technician is needed to inspect or make a repair after troubleshooting the issue remotely, the expense for labor, truck, or bucket truck is invoiced to the customer at an hourly or daily rate. If your hardware requires replacement and is outside of the factory warranty and without extended warranty, Minuteman supplies the hardware and invoices accordingly.

Level 2 Service Agreement:

Level 2 Service Agreement is Minuteman's recommended service. This Level is designed to meet the needs of most customers. It is a comprehensive onsite maintenance program including a variety of services designed to keep the customer's system running at its optimum level while providing maximum protection for the customer's equipment investment.

Level 2 includes Level 1, and the following:

- Priority remote technical support within 4 hours
- SMA software updates
- Hardware and firmware updates
- Server and software updates
- Scheduled onsite preventative maintenance every 6 months (Semi Annual) or as outlined. Preventative Maintenance visits will be scheduled during the months of April & October each year.
- Includes expense of labor and trucks
- Level 2 (3) Three-year warranty and the option to extend or renew beyond five years for purchase.
- Initial visit includes replacing the existing MST provided sim cards with new sim cards provided by Downers Grove.
- \$4,000.00 in misc equipment per year has been provided to offset any equipment purchases as needed. Once this \$4,000.00 runs out, any additional equipment costs will be charged directly to Downers Grove, once approved. This money can also be used toward unplanned service calls if needed.
- Includes (15) replacement batteries over the course of this 3-year warranty.

8200 W. 185th St
Tinley Park , IL 60487
<https://www.minutemanst.com>
331-3013302



Scope of Work

- Agreement will be billed annually for 3-years at the quoted rate.

Minuteman assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM. Quote is based on prevailing wage and or union labor.

Payment Info:

Payment Terms: [Net30].

Progress payments per AIA form will be submitted.

Final Payment due upon completion of project.

The above noted Tier 2 Service Agreement will pertain to the following locations:

1-A (LPR 1) - 1400 Butterfield Rd WB

1-A (LPR 2) - 1400 Butterfield Rd WB

1-B - 3100 Finley Rd SB

1-C - Downer Dr & Butterfield Rd - SB

1-D - 1300 Frontage Rd (Hooters)

1-E - 31st & Highland Ave - SB

1-F (LPR 1) Butterfield Rd & Downers Dr - WB

1-F (LPR 2) Butterfield Rd & Downers Dr - WB

1-F (LPR 3) Butterfield Rd & Downers Dr. - WB

1-G - Finley & Brook - SB

2-A - Ogden & Walnut - EB

3-A - 3800 Fairview - SB

3-B - Ogden & Park - WB

3-C - Maple & Cumnor - WB

4-A - Maple & I-355 - EB

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Tinley Park, IL 60487
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331-3013302



Scope of Work

5-A - 55th & Cumnor - WB

5-B - 63rd & Florence - WB

6-A - 7200 Woodward Ave - NB

6-B (LPR 1) 75th & Woodward

6-B (LPR 2) 75th & Woodward

6-C (LPR 1) 75th & Lemont - SB

6-C (LPR 2) 75th & Lemont - SB

6-D - 75th & Lemont - NB

6-E - 75th & Williams - WB

6-F - Woodward & Prentiss - WB

Additional sites can be added to this Level 2 Agreement as their first year of warranty expires.

8200 W. 185th St
 Tinley Park, IL 60487
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 331-3013302



Materials

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Field Devices					
Battery, Deep Cycle, 12VDC AGM 120 AHrs	\$440.98	\$440.98	5	\$2,204.90	\$2,204.90
Misc Security Installation Materials for 3 years	\$4,000.00	\$4,000.00	1	\$4,000.00	\$4,000.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	\$300.00	10	\$3,000.00	\$3,000.00

Recurring Subtotal: **\$9,204.90**

Subtotal: **\$9,204.90**

Labor

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Installation Services	\$15,750.00	\$15,750.00	1	\$15,750.00	\$15,750.00

Recurring Subtotal: **\$15,750.00**

Subtotal: **\$15,750.00**

8200 W. 185th St
 Tinley Park, IL 60487
<https://www.minutemanst.com>
 331-3013302



2025 - 3-Year Service/Maintenance Agreement



Prepared by:

Illinois
 Shawn O'Connell
 3314549656
soconnell@minutemanst.com

Prepared for:

Downers Grove Police Department
 825 Burlington Ave
 Downers Grove, IL 60515-4783
 Jeremy Thayer
 (630) 434-5653
jthayer@downers.us

Quote Information:

Quote #: 037224
 Version: 4
 Delivery Date: 01/21/2025
 Expiration Date: 12/31/2024

Quote Summary

Description	Amount
Materials	\$9,204.90
Labor	\$15,750.00
Total:	\$24,954.90

Recurring Expenses Summary

Description	Amount
Materials	\$9,204.90
Labor	\$15,750.00
Recurring Total:	\$24,954.90

Payment Terms: Net 30 Days

Illinois

Signature: Shawn O'Connell
 Name: Shawn O'Connell
 Title: Executive Account Manager
 Date: 01/21/2025

Downers Grove Police Department

Signature: _____
 Name: Jeremy Thayer
 Date: _____

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▶ Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

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determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

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original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, in the event of a delay in product availability or price increase of materials procured by any manufacturer and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufacturers or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.