



## AGENDA

### PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: June 10, 2025 at 6:30 PM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

**A. Call to Order**

**B. Approval of Minutes**

1. Meeting Minutes - Wednesday, May 7, 2025

**C. Public Comment**

**D. New Business**

1. Vendor Agreement and Services Contract with TimeClock Plus LLC
2. Memorandum Agreement with Cook County Department of Emergency Management and Regional Security Authorizing the Use of Everbridge
3. Presentation of the Department of Fire & EMS 2024 Annual Report
4. License Plate Reader Licensing Agreement with Timber Trails of Western Springs Community Association
5. License Plate Reader Licensing Agreement with Western Springs Park District

**E. Other Business**

**F. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

**PUBLIC HEALTH AND SAFETY COMMITTEE  
MEETING MINUTES  
May 7, 2025 – 5:00 PM  
Village Hall – 740 Hillgrove Avenue, Board Room  
Western Springs, IL 60558**

**Present:**

Chair Lewis, Member Chen, President Rudolph, Manager Baer, Director Mastandona, Director Scott, and Director Gilhooley.

**1. Call to Order**

Chair Lewis called the meeting to order at 5:00 PM. The motion to open the meeting was made by Chair Lewis and seconded by Member Chen. The motion passed via roll call vote:

**Ayes:** Chair Lewis, Member Chen

**Nays:** None

**2. Approval of Minutes – February 27, 2025**

Chair Lewis moved to approve the minutes from the February 27, 2025, meeting, seconded by Member Chen. The motion passed via roll call vote:

**Ayes:** Chair Lewis, Member Chen

**Nays:** None

**3. Public Comment**

There were no public comments.

**4. New Business**

**a. Stray Animal Services Agreement – Hinsdale Humane Society**

Director Gilhooley reported on the Village's intent to renew its agreement with the Hinsdale Humane Society (HHS) for stray animal services. HHS charges a flat fee of \$385.00 per animal and requires Western Springs residents to obtain an animal license before retrieving impounded pets. The Police Department typically sends approximately 15 animals per year; only one animal was sent in the first quarter of 2025.

The motion to continue the agreement passed via roll call vote:

**Ayes:** Chair Lewis, Member Chen

**Nays:** None

**b. 2024 Annual Police Report**

Director Gilhooley presented the 2024 Annual Police Report for Western Springs.

**c. 2025 Summer Internship Program – Intergovernmental Agreement with Lyons Township**

Director Scott outlined plans to continue the Fire Department’s internship partnership with Lyons Township for summer 2025. The program, running from May through September, offers Township residents aged 16–24 who are enrolled in school an opportunity to gain hands-on experience. One or two interns will be selected from the current Fire Explorer program to work approximately 30 hours per week, engaging in department support activities with the Fire Department. Lyons Township will fully fund the program.

Attorney Skrodzki has reviewed the Intergovernmental Agreement (IGA) and proposed three revisions. The staff is now awaiting approval from the Township of Lyons before presenting the updated agreement to the full Board.

**5. Other Business**

There was no additional business.

**6. Adjournment**

Member Chen moved to adjourn the meeting at 5:29 PM, seconded by Chair Lewis. The motion passed unanimously by voice vote.

Meeting adjourned at 5:29 PM.

**Respectfully submitted,**  
Sean Gilhooley  
Director of Law Enforcement Services



## AGENDA ITEM SUMMARY

### PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: June 10, 2025

#### **AGENDA ITEM D.1.**

**To:** Public Health and Safety Committee

**From:** Brian Scott, Director of Fire and EMS

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

**RE:** Vendor Agreement and Services Contract with TimeClock Plus LLC

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#### **Recommendation**

Staff recommends approval of a Vendor Agreement and Services Contract with TimeClock Plus LLC.

#### **Summary**

TCP, LLC provides the Department of Fire & EMS with Aladtec, a specialized cloud-based scheduling system designed for public safety agencies. This platform optimizes personnel scheduling, ensures precise time tracking, and seamlessly integrates with payroll operations to enhance efficiency. The Department has successfully utilized Aladtec since 2022. Under this agreement, services will be contracted for three years, with payments distributed in equal annual installments.

#### **Financial Impact**

Annual cost would be \$4,860 per year in 2025, 2026, and 2027.

#### **Recommended Motion**

I move to recommend to the Village Board approval of a Vendor Agreement and Services Contract with TimeClock Plus LLC.

#### **Strategic Plan Alignment**

None

#### **File Attachments**

1. VillageofWesternSprings\_Agreement\_05.29.25
2. Resolution No. 25-\_\_\_ re Vendor Contract for TimeClock Plus, LLC \_ ALADTEC & TCP Services Agreement - BOT Appr. 6.16.2025(2048466.1)
3. TimeClock Plus, LLC (TCP) \_ ALADTEC - Vendor Contract & TCP Services Agreement - BOT Appr. 6.16.2025(2048416.1)

**VENDOR CONTRACT FOR  
GOODS, SUPPLIES AND SERVICES**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and TimeClock Plus, LLC (the "Vendor"), and is dated as of May 29, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

**IN CONSIDERATION** of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
  - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Vendor's Services Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated 7/26, 2025 (Invoice or Purchase Order No. 45304), and a true and correct copy of said Vendor's Services Agreement is attached hereto as **Exhibit "A"**; and
  - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Vendor's Services Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Services Agreement attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Services Agreement attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).
5. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this**

**Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

- 6. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

**IN WITNESS WHEREOF,** the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village President or Manager

Date: \_\_\_\_\_, 2025.

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2025.

**VENDOR:** TimeClock Plus, LLC

By: *Derek McIntyre*  
Name: Derek McIntyre  
Authorized Corporate Officer

Date: May 29, 2025.

**NOTARY PUBLIC**

By: *Kaylie Halfacre*

Date: May 29, 2025.

**SEAL / STAMP**



**Exhibit "A"**

Vendor's Invoice, Purchase Order and Agreement dated \_\_\_\_\_, 2025  
(Invoice or Purchase Order No. \_\_\_\_\_)



**TCP Services Agreement**

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Village of Western Springs, with its principal office located at 740 Hillgrove Avenue, Western Springs, IL 60558 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

**1. Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

## 2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically

enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

### 2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

### 2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

### **3. Data Security.**

#### **3.1 Security Standards.**

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

**4. Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

**4.1 Biometric Data.** To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

**4.2 Requests.** Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

**4.3 Assistance.** If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

**4.4 Client's Privacy Policy.** Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

## **5. Confidential Information.**

**5.1** Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

**6. Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

## **7. Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and

conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

## **8. Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

**9. Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

**10. Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

**11. Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

**12. Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

**13. Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

#### **14. Client Representations and Warranties.**

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

**15. TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

**16. Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

**17. Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the

TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

**18. Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

**19. Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided,

however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

**20. Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

**21. Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

**22. Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**23. Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

**24. Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

**25. Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**26. Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

**27. Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

**28. Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**29. Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Illinois, with regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

**30. Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

**31. Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.



TIMECLOCK PLUS,  
LLC  
1 TIMECLOCK DRIVE  
SAN ANGELO, TX 76904

QUOTE # : Q045304

CONTRACT START DATE : 07/16/2025

**CLIENT INFORMATION**

Shipping Method:

Purchased for: Western Springs Fire Department  
Bill To: Western Springs Fire Department

Contract Contact Name: Brian Scott

Contract Contact Email: bscott@wsprings.com

Billing Address: 4353 Wolf Rd  
Western Springs, IL 60558-1416  
United States

Billing Contact Name: Brian Scott

Billing Contact Email: bscott@wsprings.com

Billing Contact Phone: (708) 220-1933

**BILLING TERMS**

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	36 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ALADTEC SUBSCRIPTION - ANNUAL*	\$90.00	54	RECURRING	\$4,860.00

SUBTOTAL	\$4,860.00
TAXES	\$0.00
GRAND TOTAL	\$4,860.00
CURRENCY	USD

QUOTE EXPIRATION DATE : 05/07/2025

SPECIAL TERMS: ANNUAL TO 3 YEARS AGREEMENT // JULY 2025 - JULY 2028 // PAID ANNUALLY // UPTO 54 USER LICENSES // ADDITIONAL USERS TO BE CHARGED AT STANDARD LIST PRICE  
2025-26 : \$4,860  
2026-27 : \$4,860  
2027-28 : \$4,860

billing@tcpsoftware.com

+1 (325) 223-9500  
Page 1 of 2

www.tcpsoftware.com

**SERVICE TERMS & CONDITIONS**

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client \_\_\_\_\_ TimeClock Plus, LLC

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

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

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

**Exhibit "B"**

**Rider to  
Vendor Contract for Goods, Supplies and Services  
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether

formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
- a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
  - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
  - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
  - d. The Vendor complies with the Illinois Drug Free Work Place Act.
  - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
  - f. The Vendor complies with the Americans with Disabilities Act.
  - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.

13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:

- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- d. It is authorized to sell and install the goods, supplies, equipment and/or services.
- e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. **Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
  - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
  - ii. Umbrella Coverage – \$1,000,000.00
  - iii. Property Damage – \$500,000.00 per occurrence
  - iv. Automobile Coverage - \$1,000,000.00 per occurrence
  - v. Errors and omissions insurance or professional liability: TBD by Village Manager
  - vi. Workers' Compensation – Statutory[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets

the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

**Waiver and Assumption of Liability.** The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

**No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this

Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer  
Current Business Address

**18. Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

**Exhibit "C"**

**Certificates of Insurance**

(attached)





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Higginbotham Insurance Agency, Inc.		<b>NAMED INSURED</b> TCP Hawker Holdings, TimeClock Plus, LLC, Aladtec LLC, Humanity.com LLC, TimeCo Systems LLC, WhenToWork LLC 1 Time Clock Drive San Angelo TX 76904	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability policy includes a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Umbrella is follow-form.



RESOLUTION NO. 25-\_\_\_\_\_
VOTE: \_\_\_\_\_
AYES: \_\_\_\_\_
NAYS: \_\_\_\_\_
ABSENT: \_\_\_\_\_
ABSTAIN: \_\_\_\_\_
DATE: June 16, 2025.
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES WITH TIMECLOCK PLUS, LLC AND ITS ATTACHED EXHIBIT "A" (TCP SERVICES AGREEMENT) AND EXHIBIT "B" (RIDER) FOR USE OF TIMECLOCK PLUS, LLC'S COMPUTER SOFTWARE AND TECHNOLOGY.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with TimeClock Plus, LLC. of San Angelo, Texas (the "Vendor") for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor (the "Work") for the benefit of the Village, as set forth in the Contract, which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the Work is subject to the terms and conditions set forth in the Contract as well as the terms set forth in the Vendor's Services Agreement (the "Services Agreement"), which is dated June 16, 2025, and the terms set forth in the Rider to Contract (General Provisions). The Services Agreement is attached to the Contract as Exhibit "A" and the Rider to Contract is attached to the Contract as Exhibit "B". The Village's approval of the Contract is for a three-year term; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to perform the Work set forth in the attached Contract in exchange for payment of \$4,860.00 yearly, for three (3) years. If the Village requests additional services beyond the agreed upon scope of work described as the "Work" in the Contract, then those extra services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Contract; and

WHEREAS, at an open, public meeting held on June 10, 2025, the Public Health and Safety Committee (the "Committee") reviewed the terms of the Contract and the Proposal and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at an open public meeting held on June 16, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract and the Proposal, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its June 16, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Contract; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), to enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2: Approval and Execution of Contract and Other Related Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Contract (**Exhibit "1"**), attached hereto and made a part hereof, and authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Contract.

**SECTION 3: Approval of Financial Obligations and Other Necessary Actions.** The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the attached Contract.

**SECTION 4: Delivery of Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor for record retention purposes.

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

**PASSED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Special Meeting thereof held on the 16th day of June, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Heidi Rudolph, Village President

**ATTEST:**

\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "1"**

**VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES  
WITH TIMECLOCK PLUS, LLC FOR THE USE OF COMPUTER SOFTWARE AND TECHNOLOGY**

(attached)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF C O O K    )

**CLERK'S CERTIFICATE**

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 25-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES WITH TIMECLOCK PLUS, LLC AND ITS ATTACHED EXHIBIT "A" (TCP SERVICES AGREEMENT) AND EXHIBIT "B" (RIDER) FOR USE OF TIMECLOCK PLUS, LLC'S COMPUTER SOFTWARE AND TECHNOLOGY.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 16th day of June, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 16th day of June, 2025.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this \_\_\_ day of June, 2025.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**VENDOR CONTRACT FOR  
GOODS, SUPPLIES AND SERVICES**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and TimeClock Plus, LLC (the "Vendor"), and is dated as of \_\_\_\_\_, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

**IN CONSIDERATION** of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
  - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Vendor's Services Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated \_\_\_\_\_, 2025 (Invoice or Purchase Order No. \_\_\_\_\_), and a true and correct copy of said Vendor's Services Agreement is attached hereto as **Exhibit "A"**; and
  - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Vendor's Services Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Services Agreement attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Services Agreement attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

- a. ~~The following **Alternate Payment Schedule** has been agreed to by the Parties:~~
  - i. ~~\_\_\_\_\_ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;~~

- ii. \_\_\_\_\_% payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. \_\_\_\_\_% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. \_\_\_\_\_% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

~~5. **Notice to Proceed With the Work.** The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within \_\_\_\_\_ (\_\_\_\_) calendar days from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order.~~

**6. Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

**7. Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

**IN WITNESS WHEREOF,** the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

**VILLAGE OF WESTERN SPRINGS**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Village President or Manager

Date: \_\_\_\_\_, 2025.

**ATTEST:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Village Clerk

Date: \_\_\_\_\_, 2025.

**VENDOR: \_\_\_\_\_**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authorized Corporate Officer

Date: \_\_\_\_\_, 2025.

**NOTARY PUBLIC**

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

Date: \_\_\_\_\_, 2025.

**SEAL / STAMP**

Exhibit "A"

Vendor's Invoice, Purchase Order and Agreement dated \_\_\_\_\_, 2025  
(Invoice or Purchase Order No. \_\_\_\_\_)

---



**TCP Services Agreement**

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Village of Western Springs, with its principal office located at 740 Hillgrove Avenue, Western Springs, IL 60558 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

**1. Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 “Initial Term” has the meaning set forth in Section 10.

1.9 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.12 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 “Term” has the meaning set forth in Section 10.

1.20 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

## **2. Delivery of Services.**

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically

enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

### 2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

### 2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

### **3. Data Security.**

#### **3.1 Security Standards.**

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

**4. Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

## **5. Confidential Information.**

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

**6. Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

## **7. Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and

conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

## **8. Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

**9. Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

**10. Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

**11. Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

**12. Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

**13. Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

## **14. Client Representations and Warranties.**

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

**15. TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

**16. Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

**17. Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the

TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

**18. Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 170 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

**19. Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided,

however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

**20. Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

**21. Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

**22. Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**23. Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

**24. Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

**25. Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**26. Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

**27. Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

**28. Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**29. Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Illinois, with regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

**30. Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

**31. Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.



TIMECLOCK PLUS,  
LLC  
1 TIMECLOCK DRIVE  
SAN ANGELO, TX 76904

QUOTE # : Q045304

CONTRACT START DATE : 07/26/2025

**CLIENT INFORMATION**

Shipping Method:

Purchased for: Western Springs Fire Department  
Bill To: Western Springs Fire Department

Contract Contact Name: Brian Scott

Billing Address: 4353 Wolf Rd  
Western Springs, IL 60558-1416  
United States

Contract Contact Email: bscott@wsprings.com

Billing Contact Name: Brian Scott

Billing Contact Email: bscott@wsprings.com

Billing Contact Phone: (708) 220-1933

**BILLING TERMS**

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
36 MONTHS	36 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ALADTEC SUBSCRIPTION - ANNUAL*	\$90.00	54	RECURRING	\$4,860.00

SUBTOTAL	\$4,860.00
TAXES	\$0.00
GRAND TOTAL	\$4,860.00
CURRENCY	USD

QUOTE EXPIRATION DATE : 05/07/2025

SPECIAL TERMS: ANNUAL TO 3 YEARS AGREEMENT // JULY 2025 - JULY 2028 // PAID ANNUALLY // UPTO 54 USER LICENSES // ADDITIONAL USERS TO BE CHARGED AT STANDARD LIST PRICE  
2025-26 : \$4,860  
2026-27 : \$4,860  
2027-28 : \$4,860

billing@tcpsoftware.com

+1 (325) 223-9500  
Page 1 of 2

www.tcpsoftware.com

## SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

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

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

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

Exhibit "B"

**Rider to  
Vendor Contract for Goods, Supplies and Services  
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether

formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
  
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
  - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
  - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
  - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
  - d. The Vendor complies with the Illinois Drug Free Work Place Act.
  - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
  - f. The Vendor complies with the Americans with Disabilities Act.
  - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.
  
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.

13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:

- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- d. It is authorized to sell and install the goods, supplies, equipment and/or services.
- e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. **Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
  - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
  - ii. Umbrella Coverage – \$1,000,000.00
  - iii. Property Damage – \$500,000.00 per occurrence
  - iv. Automobile Coverage - \$1,000,000.00 per occurrence
  - v. Errors and omissions insurance or professional liability: TBD by Village Manager
  - vi. Workers' Compensation – Statutory  
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets

the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

**Waiver and Assumption of Liability.** The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

**No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this

Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer  
Current Business Address

**18. Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

**Exhibit "C"**

**Certificates of Insurance**

(attached)

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF C O O K        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, **President or Authorized Corporate Officer of** \_\_\_\_\_, [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2025.

Commission expires \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public



## AGENDA ITEM SUMMARY

### PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: June 10, 2025

#### AGENDA ITEM D.2.

**To:** Public Health and Safety Committee

**From:** Brian Scott, Director of Fire and EMS

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

**RE:** Memorandum Agreement with Cook County Department of Emergency Management and Regional Security Authorizing the Use of Everbridge

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#### **Recommendation**

Consider a recommendation to approve a Memorandum of Agreement with Cook County Department of Emergency Management and Regional Security authorizing the use of the Everbridge mass notification system to support emergency communication and public safety efforts.

#### **Summary**

Everbridge and the accompanying Resident Connection platform are a cloud-based mass notification system that enhances emergency communications by enabling Village authorities to efficiently reach more residents during severe weather events and critical public safety incidents.

It extends outreach beyond traditional opt-in databases like Rave/Smart911, ensuring vital alerts are delivered to landlines, VoIP, and mobile phones. Authorities can geo-target messages to specific neighborhoods or entire jurisdictions, improving situational awareness and public safety. Additionally, the system integrates with Cook County Emergency Management's mass notification platform, allowing the Village to be seamlessly included in county-wide alerts.

Everbridge also offers a Community Portal, enabling subscribed residents to manage their profiles and stay informed through a streamlined interface. These tools strengthen community resilience by ensuring life-saving information is delivered quickly and efficiently to those who need it most.

#### **Financial Impact**

The Village incurs no direct cost for utilizing the Everbridge mass notification system, as Cook County incurs the subscription cost. Additionally, the Resident Connection add-on is covered through an annual subscription paid by the Lyons Township Communications Center (LTACC).

#### **Recommended Motion**

I move to recommend to the Village Board approval of a Memorandum of Agreement with

Cook County for the use of the Everbridge mass notification system.

### **Strategic Plan Alignment**

Community Engagement

### **File Attachments**

1. Mass Notification with Resident Connect Datasheet
2. AlertCook MOA (Western Springs)5.30.25

# Simplified Communications and Collaboration For Public Safety



**Communicate to Everyone in Seconds**

## Protecting People Before, During, and After Critical Events

Critical events happen every day; severe weather, terror attacks, public protests, power outages, fires, diseases.

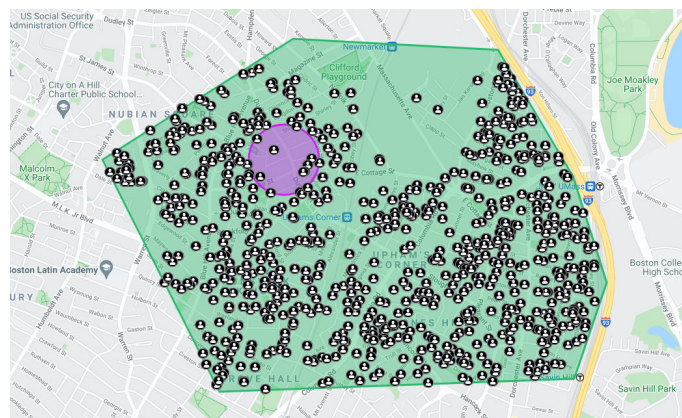
Take a smarter way to keep people safe and build resilience. Through one simple and intuitive platform, manage the complete communications cycle to keep your public and stakeholders informed and prepared to act.

*“Everbridge is exactly what we need in a mass notification system. We realized an immediate return on investment in the speed in which we are able to communicate internally as well as with citizens. We know that we can react and respond accurately and efficiently to any event in a moment’s notice.”*

- Michael D. Falkow, City of Ingelwood

## RAPIDLY REACH THE RIGHT PEOPLE AT THE RIGHT TIME

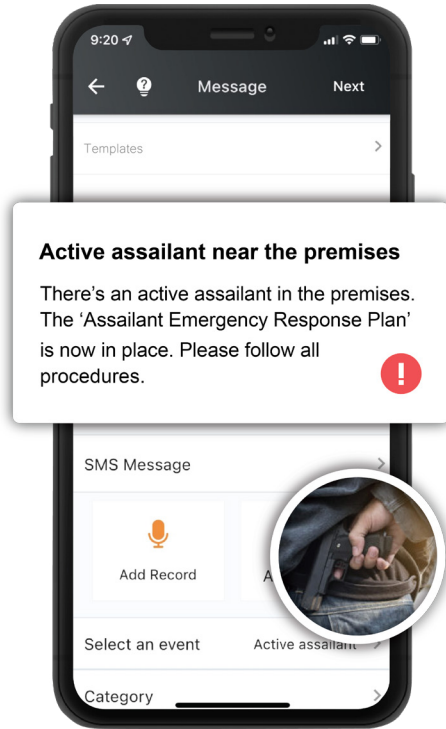
- + Target your communications as far, or precise, as you need by geo-targeting, subscriber opt-ins, customized questionnaires, special needs registries, or boundary shapefiles.
- + Confirm your messages get noticed with over 100+ communications channels, including true SMS texts, voice, email, web, desktop alerts, social media, mobile app, WEA, EAS, NWEM, COG to COG and 100s of IP accessible digital signs, sirens, and speakers. Easy integrations with existing systems.
- + Set virtual boundaries around critical areas using GPS data to trigger automated notifications when a device enters an Incident Zone.



VISIT [WWW.EVERBRIDGE.COM](http://WWW.EVERBRIDGE.COM)  
CALL +31 (0)13 532 1001 (Netherlands)

## MOBILIZE A COORDINATED RESPONSE WITH A FEW CLICKS

- + Integrate with your CAD, HR, IT Services to keep key stakeholders informed.
- + Monitor risk and weather intelligence, automate threshold alerts.
- + Automate and error-proof communications with message libraries, pre-scripted templates, and processes.
- + Quickly send communications even under pressure with one-screen workflow and one-click send.
- + Secure and private video and messaging with responders and stakeholders with Secure Collaboration.
- + Launch communications anywhere including by smartphone, or tablet.



## GAIN A PARTNER YOU CAN RELY ON

Everbridge has been serving government and enterprise customers around the world for **20 years**, creating and leading the critical event management industry, protecting both physical and digital spaces.

- + Trusted by **6000+** organizations, in over **200 countries**, reaching **over 2 billion people** with capabilities of sending **billions** of communications annually.
- + **Unlimited** access to Everbridge University.
- + **Live Customer Support**, every day, at any time.
- + **Dedicated Account Managers** and Technical Account Managers to ensure your success.
- + Secure, reliable platform built with the strictest security standards and highly-available **24/7**.



### Let's Chat

Do you have questions? Would you like to know more about Critical Event Management?

**Get in touch or just call us at +1-818-230-9700 to learn more.**

### ABOUT EVERBRIDGE

Everbridge, Inc. (NASDAQ: EVBG) is the global leader in critical event management and enterprise safety software applications that automate and accelerate an organization's operational response to critical events in order to keep people safe and businesses running. Everbridge is based in Boston and Los Angeles with additional offices in Lansing, San Francisco, Beijing, Kolkata, London, Oslo, Singapore, and Stockholm.



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CALL +31 (0)13 532 1001 (Netherlands)

# Resident Connection



Extend your Community Lifelines by maximizing the Whole Community approach to emergency communications. When life safety communications matter most, reach your residents and businesses across landline, VoIP, and mobile phone numbers.



## Deliver a Whole Community approach to emergency communications

Public safety and emergency management agencies need ways to maximize their reach when delivering life safety messages to their communities.

### What is the challenge?

- + Landline emergency telephone databases have lost over 50% of residents due to mobile phone adoption.
- + Jurisdictions may struggle to drive subscriptions to resident notifications or see low opt-in and adoption rates.

Everbridge's **Resident Connection** provides public authorities with direct access to the largest localized database of US residential and business phone numbers for official life safety communications. The solution provides additional contact to your current Everbridge opt-in subscriber database to ensure maximum reach.

Resident Connection utilizes Everbridge's National Life Safety Database, which contains over **265 million** landlines, VoIP, **AND mobile phones** in the United States.

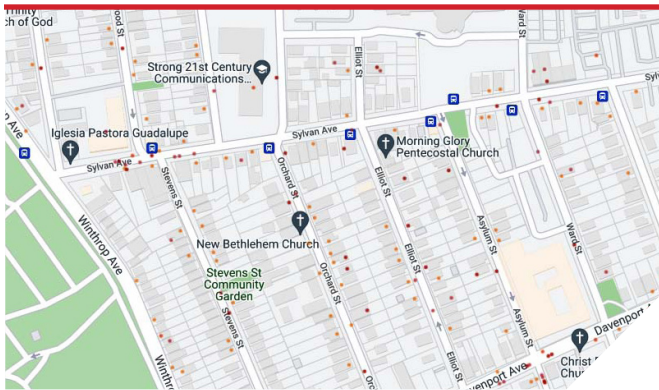
Enhancing your emergency communications by adding Resident Connection to your current opt-in subscriber database creates a more informed and aware community during public safety emergencies.



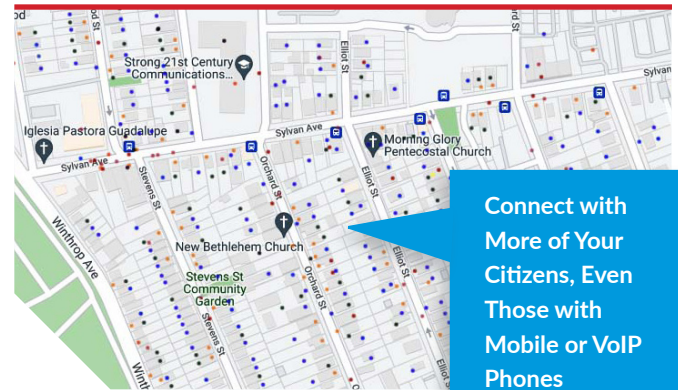
VISIT [WWW.EVERBRIDGE.COM](http://WWW.EVERBRIDGE.COM)  
CALL +1-818-230-9700

# See How Resident Connection Increases Your Reach:

BEFORE RESIDENT CONNECTION



AFTER RESIDENT CONNECTION



Connect with More of Your Citizens, Even Those with Mobile or VoIP Phones

## FEATURES AND CAPABILITIES

### Expand Your Reach to More Residents and Businesses Instantly:

- + Resident Connection is an automated data feed added to an existing Everbridge account.
- + Geo-target communities for distribution of emergency communications and instantly know who, and how many residents you can notify.

### Reach More by Landline, VoIP and Mobile Phones:

- + Reach beyond your opt-in and 911 databases.
- + Notify the right people for both emergency and non-emergency public safety communications
- + Leverage pre-loaded jurisdiction boundaries and POI data

- + Enable inclusions and exclusions area for targeted communications
- + Visualize selected contacts on a map before sending out communications

### Get Reliable, Accurate and Secure Information for your Internal Stakeholders:

- + System safeguards built in to prevent non-emergency messages to be sent through channels that are only for “Imminent Threat to Life”
- + Contact database is refreshed monthly, for the most up to date contact information
- + Data is secure, protected and complies with FCC guidelines for usage



## Let's Chat

Do you have questions? Would you like to know more about Critical Event Management? Get in touch or just call us at +1-818-230-9700 to learn more.

## ABOUT EVERBRIDGE

Everbridge, Inc. (NASDAQ: EVBG) is a global software company that provides enterprise software applications that automate and accelerate organizations' operational response to critical events in order to Keep People Safe and Organizations Running™. Everbridge serves 8 of the 10 largest U.S. cities, 9 of the 10 largest U.S.-based investment banks, 47 of the 50 busiest North American airports, and 9 of the 10 largest U.S.-based health care providers. Everbridge is based in Boston with additional offices in 25 cities around the globe.

For more information visit [www.everbridge.com](http://www.everbridge.com), read the company blog, and follow us on LinkedIn and Twitter.



VISIT [WWW.EVERBRIDGE.COM](http://WWW.EVERBRIDGE.COM)  
CALL +1-818-230-9700

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF COOK COUNTY  
AND  
THE VILLAGE OF WESTERN SPRINGS**

**THIS MEMORANDUM OF AGREEMENT** (the “Agreement”) is made and entered into by the County of Cook, a body politic and corporate of the State of Illinois (hereinafter referred to as the “County”), by and through its Department of Emergency Management and Regional Security (“DEMRS”), and the Village of Western Springs, an Illinois unit of local government (hereinafter referred to as the “Municipality”), each a “Party” and collectively the “Parties”.

**WHEREAS**, the County has established a system of communications and warning to ensure that the county’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

**WHEREAS**, the County has a Master Services Agreement subscription services contract with Everbridge, Inc., attached hereto as Exhibit 1 (hereinafter referred to as the “Contract”) for the provision of Countywide alert and mass notification services in support of its AlertCook Initiative (hereinafter referred to as the “notification system” or “system”); and,

**WHEREAS**, the County is funding and providing the notification system at no local cost to eligible municipalities during the term of the Contract and any orders, quotes, or renewals entered into thereunder, contingent upon an annual appropriation by Cook County; and,

**WHEREAS**, emergency management powers and constructs safeguarding the life and property of its citizens are an innate responsibility of the governing political body of each municipality of the County; and,

**WHEREAS**, the Municipality desires to utilize the notification system provided by the County to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their municipality, while performing its powers.

**NOW, THEREFORE**, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.

**2. DEFINITIONS**

“Account” – the access point to the we-based Everbridge Suite platform. Accounts are segmented into Organizations and are typically segmented further into numerous groups.

“Contact” – individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

“Opt-in” – the process whereby a Contact subscribes to receive notifications through an organization specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

“Opt-Out” – Contact and address point data loaded into the Everbridge Platform by a municipality without the intervention of the Contract.

“Organization” and “Org” – In the Everbridge Platform, an organization in the Everbridge Platform contains a Contact database and the capability to send notifications. Each Org has a mapping feature that allows Users to send notifications based on registered locations of Contacts. Orgs can be configured with a variety of settings and Users can view and create numerous reports.

“User” – Individuals assigned roles and granted permission to manage Users, manage Contacts and groups, edit settings, and/or send notifications with the Everbridge Platform.

### **3. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing Party and shall remain in effect for the duration of the Contract and will automatically renew with each renewal quote or under thereunder for Everbridge notification system services, unless terminated pursuant to the Agreement.

### **4. DUTIES AND RESPONSIBILITIES**

#### **A. Cook County**

The County:

- i. Reserves the right to access the Municipality’s account or organization in the system for purposes of contract management, and to monitor its system activity and usage.
- ii. Will limit the number of personnel with high-level administrative access credentials to the system and will take reasonable efforts to prevent the unauthorized disclosure of Contact information.
- iii. Reserves the right to launch a countywide notification to all available “opt-in” Contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally initiated notifications would endanger the health and safety of the County’s population.
- iv. Reserves the right to require certain notification subscription options be set to “mandatory” in a subdivision’s public-facing opt-in portal, including:
  - a. Tornado Warnings
  - b. Flash Flood Warnings

## **B. Municipality**

The Municipality:

- i. Agrees to abide by the applicable terms of the Contract, including sections 3.1 and 3.2, and the Everbridge Acceptable Use Policy, attached hereto as Exhibit 1 and Exhibit 2, respectively.
- ii. Agrees to place a “powered by AlertCook” icon that shall encompass no greater or less than 10% of the banner image of the County’s public-facing opt-in portal(s) for continuity with Cook County’s branding.
- iii. Agrees to the following items/tasks falling under the categories of on-boarding, maintenance, and user training:
  - a. On-Boarding: Designation of at least one resource (preferably a technical resource) who will be responsible for:
    - i. Providing initial load of municipal employee data in Everbridge format.
    - ii. Working with Everbridge Implementation Specialist team for configuring the two allocated Everbridge Organizations.
    - iii. Ownership of creating and maintaining of Everbridge users.
  - b. Maintenance: Designation of at least one resource (preferably a technical resource) who will be responsible for:
    - i. Ongoing maintenance and refresh of municipal employee data.
    - ii. Ongoing template maintenance/creation as needed.
    - iii. Act as the main point of contact for Everbridge related tasks and initiatives.
  - c. User Training: Designation of at least one resource who will be responsible for organizing user training on a yearly basis.
- iv. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the County as the following categories of notifications:
  - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
  - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Municipality’s steady-state operational posture;
  - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Municipality impacted by a disaster.

- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
  - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
  - f. Automated weather warnings provided by the National Weather Service.
  - g. Notification and recall of Municipality employees, contractors, and other response partners, that support the activation of the Municipality's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- v. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:
- a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA);
- vi. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the Municipality, to include, at minimum, the following topics:
- a. Defining the local organization administrator(s);
  - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
  - c. Establishing a message drafting and approval process;
  - d. Discussing the difference between "opt-in" and "opt-out" Contact data, limiting the use of "opt-out" data to imminent or actual life-threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and
  - e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the Municipality's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the County at any time during the Agreement.

- vii. Acknowledges that the Contractor provides additional notification system capabilities and services which are **not** covered under the County's Contract for the notification system (hereinafter referred to as "non-covered services"). If the Municipality desires to enhance their notification capabilities by adding noncovered services to their organization(s), then the Municipality will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Municipality will notify the County of its intent to add noncovered services prior to deployment, and will provide an additional notification after

deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

**5. POINTS OF CONTACT**

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

**For the County:**

Amanda Deacon, Supervisor  
Emergency Information Operations Unit  
69 West Washington Street, 26<sup>th</sup> Floor  
Chicago, IL 60602  
Telephone: (312) 415-0975  
Email: [Amanda.Deacon@cookcountyil.gov](mailto:Amanda.Deacon@cookcountyil.gov)

**For the Municipality:**

Brian R. Scott, Fire Chief  
Western Springs Department of Fire & EMS  
4353 S. Wolf Road  
Western Springs, IL 60558  
Telephone: (708) 246-1800 x171  
Email: [bscott@wsprings.com](mailto:bscott@wsprings.com)

**6. TERMINATION OF AGREEMENT**

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

**7. LIABILITY**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign. Nothing herein shall be construed as consent by either Party to be sued by third parties.

**8. EXHIBITS**

This Agreement has the following exhibits which are incorporated into this Agreement as if fully set forth herein.

- Exhibit 1      Everbridge Master Services Agreement
- Exhibit 2      Everbridge Authorized Use Policy

**END OF PAGE  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**ON BEHALF OF COOK COUNTY**

**ON BEHALF OF WESTERN SPRINGS**

\_\_\_\_\_  
Angela Gilkes, Interim Executive Director

\_\_\_\_\_  
Heidi Rudolph, Village President

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

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

**EXHIBIT 1**  
**EVERBRIDGE MASTER SERVICES AGREEMENT**



**Everbridge, Inc.**  
**Master Services Agreement**

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and \_\_\_\_\_ (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

**1. SERVICES.**

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords, by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**1.3 Affiliated Entities.** Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “Client” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging credits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

**3. RESPONSIBILITIES.**

**3.1 Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

**3.3 Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

**3.4 Data Security.** Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business

processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

**4. TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties. Client shall be notified at least sixty (60) days in advance of any Renewal Term. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

## **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Everbridge, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

**5.2 Termination or Suspension for Non-Payment.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

**5.3 Suspension.** Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

## **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

**6.2 Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

**6.3 Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience,

ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition. “Confidential Information”** means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

**7.2 Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party’s prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., “state sunshine” laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party’s Confidential Information.

**7.3 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party’s Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

**8.2 Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER,

AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES (“SMS”), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## 9. INDEMNIFICATION.

**9.1 By Client.** Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys’ fees) incurred in connection with any third party claim, suit or proceeding (“**Claim**”) against Everbridge arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge’s reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client’s exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge’s

compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

## **12. MISCELLANEOUS.**

**12.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**12.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

**12.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be

deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

**12.4 Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

**12.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**12.6 Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

**12.7 Marketing.** Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

**12.8 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

**12.9 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**12.10 U.S. Government End-Users.** The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

**12.11 General.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or

condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p><b>EVERBRIDGE, INC.</b></p> <p>By: _____  Print Name: _____  Title: _____  Date: _____</p> <p>Address:  25 Corporate Drive  Burlington, Massachusetts 01803</p> <p><b>For legal notice:</b>  Attention: Legal Department</p>	<p><b>CLIENT:</b></p> <p>By: _____  Print Name: _____  Title: _____  Date: _____</p> <p><b>Client's Address:</b>  _____  _____  _____  Attn: _____</p> <p><b>Address for Legal Notice:</b>  _____  _____  _____  Attn: _____</p>
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EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Suite Products:**

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
    - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
    - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (“**Resident Connection Data**”) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) “Incident Administrators” are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) “Incident Operators” are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) “Group Managers” shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client’s automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions (“**Secure Messaging**”), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

#### **Non-Emergency Messaging**

If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, “**Consumer Protection Law**”). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

**If Client Is Ordering RedSky:E-911 Anywhere**

**See Schedule 3 to this Exhibit A**

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
1. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
2. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
3. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

**EXHIBIT 2**  
**EVERBRIDGE ACCEPTABLE USE POLICY**

## Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy (“AUP”) as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the “Service(s)”) by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

### Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user’s identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge’s express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

### Everbridge Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client’s failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to Client prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.

# Western Springs Department of Fire and EMS



## 2024 Annual Report





# Western Springs Department of Fire and EMS

## A Message from the Chief

Village President Rudolph,  
Board of Trustees,  
Village Manager Baer,

### President Rudolph and Board of Trustees:

I am proud to present the 2024 Annual Report for the Western Springs Department of Fire and Emergency Medical Services. This report highlights our Department's achievements and significant events from the past year.

### Training and Development

In 2024, we focused on several comprehensive training programs. The Department recorded over 11,000 hours of training, which included a six-month Basic Operations Fire Academy for our 17 new recruits. These recruits will continue to develop their skills in 2025, contributing to the sustainability of the Paid-On-Call (POC) model for fire and emergency medical services in the Village.

### Leadership and Incident Command

We also placed a strong emphasis on leadership development and incident command training for our officers, ensuring they are equipped to make decisive, informed decisions in high-pressure situations. Our top priority remained safeguarding all personnel while optimizing emergency response efforts and making the most of available resources at incident scenes.

### Notable Achievements

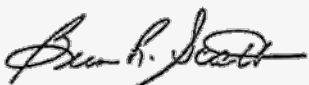
Our Fire Explorer program had an outstanding year. The program's leader, FF/PM Nick Swalec, received the prestigious William H. Spurgeon III Award from the Boy Scouts of America. This award is the highest recognition for individuals who contribute significantly to the Exploring Program and is presented regionally and nationally to those who demonstrate exceptional leadership. We also implemented a cutting-edge integrated pre-incident building survey platform. This technology provides firefighters with timely access to critical building and incident information, enhancing safety and effectiveness during emergencies.

### Transitions in Leadership

In 2024, we celebrated the retirement of Fire Chief Mike Kelly, who served our Department with distinction for over nine years. Throughout his tenure, he provided exceptional leadership to our team and the Village. We also welcomed John Giannelli, a respected leader in the fire service, as our new second-day officer. Additionally, we proudly promoted Matt Villicana, a valued veteran of the Department, to the rank of Lieutenant.

I hope this report provides you with valuable insights into our Department's activities and achievements. Serving as the Chief of the Department is both an honor and a privilege, and I take immense pride in the hard work and dedication demonstrated by our members each and every day. Their accomplishments reflect not only their individual talents and efforts but also the spirit of community service that defines our Department and our Mission of ***Neighbors Protecting Neighbors.***

Sincerely,



**Brian R. Scott**  
Fire Chief  
Director of Fire & Emergency Medical Services



# Western Springs Department of Fire and EMS Retirements

## Fire Chief Michael Kelly 38 Years of Service



After more than 38 years in the fire service, Fire Chief Mike Kelly officially concluded his tenure with the Western Springs Department of Fire & EMS on Friday, September 20, 2024.

Chief Kelly's career began in 1986, and over the decades, he built a legacy of leadership and unwavering commitment to public safety. He joined Western Springs in 2016 as Fire Marshal, following a

distinguished career with the Hinsdale Fire Department—where he retired as Fire Chief in 2012—and the Bartlett Fire Protection District, where he served as Assistant Chief until 2016.

In Western Springs, Chief Kelly quickly advanced through the ranks and was appointed Fire Chief in 2021. Renowned for his integrity and leadership, he fostered a culture of excellence, mentoring firefighters and skillfully managing operations both on and off the emergency scene.

Under his leadership, the Department made substantial improvements, including acquiring specialized rescue and safety equipment, upgrading fire apparatus, and implementing technological advancements that enhanced firefighters' access to critical information during emergencies.

He also spearheaded recruitment initiatives that significantly strengthened Department staffing through the paid-on-call model, reinforcing the Department's mission: "Neighbors protecting neighbors through the delivery of emergency and non-emergency services."

Village President Heidi Rudolph praised Chief Kelly's contributions, saying, "We wish Chief Kelly the very best in his retirement and thank him for his service to the residents of Western Springs. Mike has truly left his mark on the Department, and we appreciate his efforts in making Western Springs a safe place to live and work."



WESTERN SPIRIT



# Western Springs Department of Fire and EMS Retirements

## Senior Firefighter Mario Perez 19 Years of Service

On November 19, 2024, Senior Firefighter Mario Perez announced his retirement from the Western Springs Department of Fire & EMS after 19 years of dedicated service to the Village.

Throughout his tenure, Sr. Firefighter Perez made significant contributions to the safety and well-being of both the Department and the wider community. His leadership extended beyond Western Springs, as he played an essential role in Illinois Mutual Aid Box Alarm System (MABAS) Division 10.

In 2007, he spearheaded the launch of the Fire Explorers Post, an initiative that has since produced numerous firefighters serving in Western Springs and beyond. He also served on the MABAS Division 10 Hazardous Materials Response Team, further strengthening emergency response efforts.

Within the Department, Sr. Firefighter Perez took on multiple leadership roles, including Company Officer, Duty Officer, and Hazardous Materials Coordinator. His steadfast support of the Western Springs Fire and Rescue Association further cemented his commitment to the firefighting community.

Sr. Firefighter Perez's positive influence and lasting contributions will be felt for many years to come. His dedication, mentorship, and service leave an enduring legacy within the Department and the Village of Western Springs.





# Fire Chief

## Brian Scott

Fire Chief Brian Scott was officially sworn in as Director during the Board of Trustees meeting on September 23, 2024 succeeding Chief Michael Kelly, who retired on September 20, 2024.

With more than 31 years of experience in the fire service, Chief Scott has demonstrated exceptional leadership and expertise throughout his career. Since 2021, he has served as Deputy Chief of the Department of Fire & EMS for the Village of Western Springs. He is also a longtime Staff Instructor at the Illinois Fire Service Institute, a nationally recognized leader in training, education, and research.

Chief Scott's career includes many years with the Evanston Fire Department, where he held key positions such as Fire Chief and Deputy Fire Chief. He began his journey in the fire service with the Hinsdale Fire Department.

His wealth of experience and dedication to fire service education and safety make him an invaluable asset to both the department and the community.



# Western Springs Department of Fire and EMS Promotions

## Lieutenant Matt Villicana

Born and raised in Western Springs, Lt. Matt Villicana graduated from Lyons Township High School before earning both his bachelor's and master's degrees in environmental biology.

Beyond his service with the Western Springs Fire Department, Lt. Villicana works as a federal on-scene coordinator for the Environmental Protection Agency (EPA) Emergency Response Team, where he manages large-scale hazardous materials incidents and coordinates local, state, and federal response efforts.

Since joining the Western Springs Fire Department in 2017, Lt. Villicana has leveraged his expertise as a hazardous materials technician and serves as a valued member of MABAS Division 10's Hazardous Materials Response Team. Committed to continuous learning, he has completed additional specialized coursework, including the prestigious Chemistry for Emergency Responders program at the National Fire Academy in Emmitsburg, Maryland.

Chief Brian Scott praised Lt. Villicana's contributions, stating, "Lt. Villicana's knowledge and experience in firefighting and emergency medical response, along with his dedication to hazardous materials mitigation, make him a great asset to the Department. He will be an outstanding company officer."



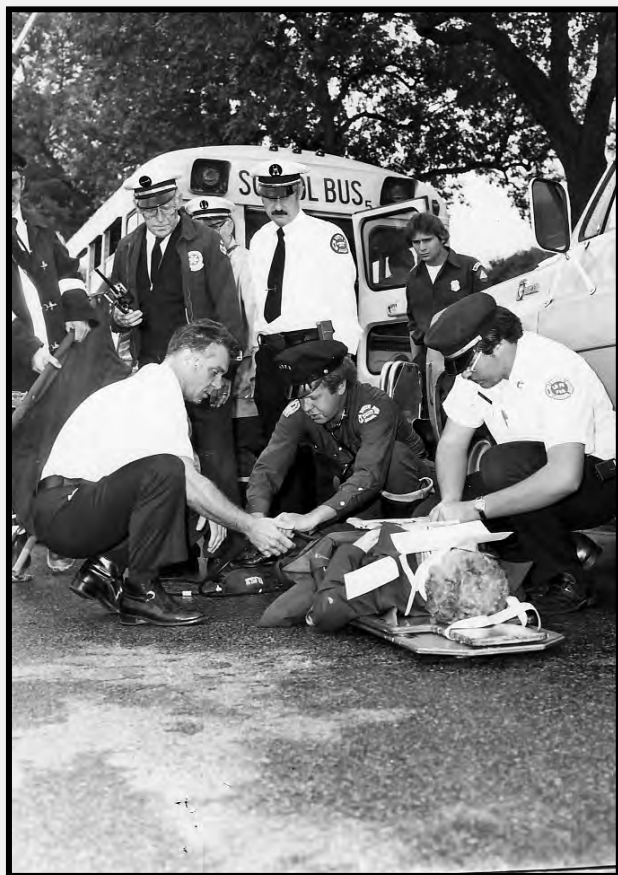
# Western Springs Department of Fire and EMS History

## Emergency Medical Services in Western Springs

Timely medical intervention before a patient reaches the emergency department can be lifesaving. In the Village of Western Springs, the Fire Department pioneered emergency ambulance service in the area, launching its program in 1948 with the acquisition of a Cadillac ambulance funded through community scrap drives.

In 1972, the Department embraced the State Emergency Medical Technician (EMT) program, beginning formal training for personnel. By 1979, Western Springs established its paramedic program—one of the first in the region—thanks to strong community support and a dedicated group of volunteer members trained as paramedics. What was once a groundbreaking initiative has since become the national standard for emergency medical care.

While emergency medicine has evolved significantly since 1948, today's first responders, EMTs, and paramedics continue to draw inspiration from the pioneers who shaped the field. In Western Springs, emergency medical services remain a vital part of public safety, provided by full-time contracted firefighter/paramedics available 24/7, complemented by a dedicated team of paid-on-call firefighters, EMTs, and paramedics. Their unwavering commitment ensures the highest level of care for patients, families, and the community.



# Western Springs Department of Fire and EMS 2024 Accomplishments

- Conducted over **11,000 hours** of fire/rescue training for Department members, including quarterly officer development and leadership training for all Department officers.
- Conducted over **290 life safety inspections** including residential fire sprinklers, commercial buildings, and new occupancies.
- Conducted a 6-month **Basic Operations Fire Academy** for all recruits in accordance with all Office of the State Fire Marshal (OSFM) requirements.
- Conducted OSFM-certified **Hazardous Materials Operations and Technical Rescue Awareness** training for all recruits.
- Integrated pre-incident building surveys into **Flow MSP** to allow timely access for responding firefighters to the survey's critical information, through the use of new technology delivery platforms in all fire rescue vehicles.
- Purchased additional sets of **firefighting protective gear**.
- Implemented a **second part-time day FF position**.
- Explored grant funding for various capital items - **\$1,900,000 AFG. New Ladder Truck**.
- Explorer program – **FF/PM Swalec wins the Spurgeon Award**.
- Establishment of the **Foreign Fire Tax Board**.
- Lieutenants and Captains **promotional processes completed**.
- Continued to collaborate with neighboring public safety agencies to enhance public safety including **joint training exercises** on active shooter incident management and the shared purchase and use of specialized confined space rescue equipment.
- Conducted quarterly **officer development** leadership training for all Department officers.



# Western Springs Department of Fire and EMS

## 2025 Initiatives

### Leadership, Training, and Accountability

- Hire an outstanding **Deputy Chief** to strengthen our leadership team.
- Maintain and **enhance the Paid-On-Call (POC) model** through aggressive recruitment, training, and retention, with a focus on the 2026 Fire Academy.
- Continue solid **officer mentorship**—especially in the Duty Officer role—to develop future leaders.

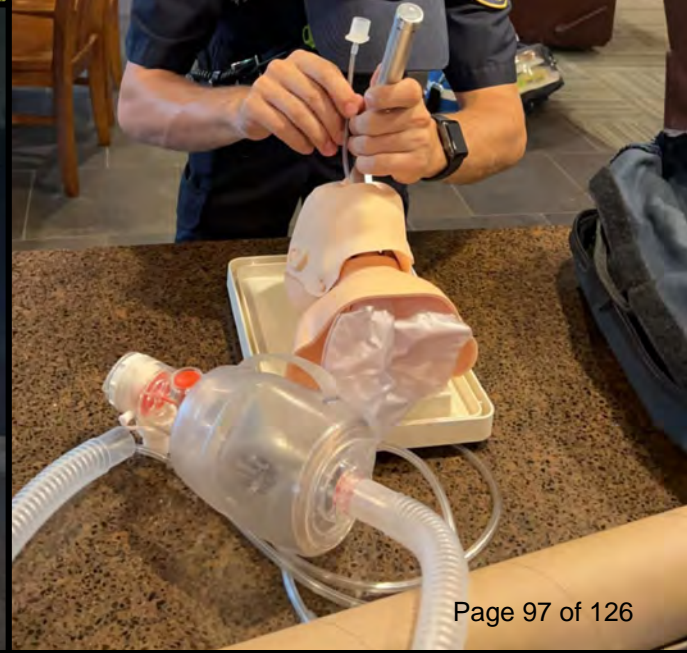
### Operational Improvements

- Implement **Inspection Reports Online (IROL)** to support the fire prevention bureau in monitoring life safety code compliance, fire inspections, and fire protection systems maintenance.
- Evaluate and recommend Fire Department **vehicle replacements** in alignment with the Village's Fleet Management Policy.
- Assess **firefighter protective gear** and replace it as needed to ensure safety and readiness.
- Purchase and deploy new **cardiac monitors/defibrillators** to enhance emergency medical response capabilities.
- Place an order for a **new ambulance**, scheduled for delivery in 2028.

### Programs and Initiatives

- Expand support for the **Fire Department Explorer Program** to foster future firefighters.
- Increase the ranks of the **Honor Guard** to strengthen department representation.
- Schedule an **All-Department photo** for 2025.
- Conduct **Quarterly Officer Training** for ongoing professional development.
- Prioritize **mentoring for younger firefighters** and officers, encouraging active engagement and leadership opportunities.
- Reinforce the importance of **Roll Call and Vector Solutions** for enhanced Department coordination.
- Offer an **EMR Course** to broaden emergency medical training.





# Western Springs Department of Fire and EMS Training

## 11,714 TOTAL TRAINING HOURS IN 2024



The Western Springs Fire Department remains dedicated to training at the highest standards set by the Office of the State Fire Marshal. With a majority of its firefighters serving in a paid-on-call capacity, the Department emphasizes focused and regimented training to ensure the professional skill required for the demands of firefighting and emergency medical treatment.

**We have embraced the philosophy of “*Brilliance in the Basics.*”** which emphasizes mastering fundamental skills and procedures, ensuring Western Springs firefighters and EMT’s are proficient in the core tasks, which are essential for success on the emergency scene and beyond.

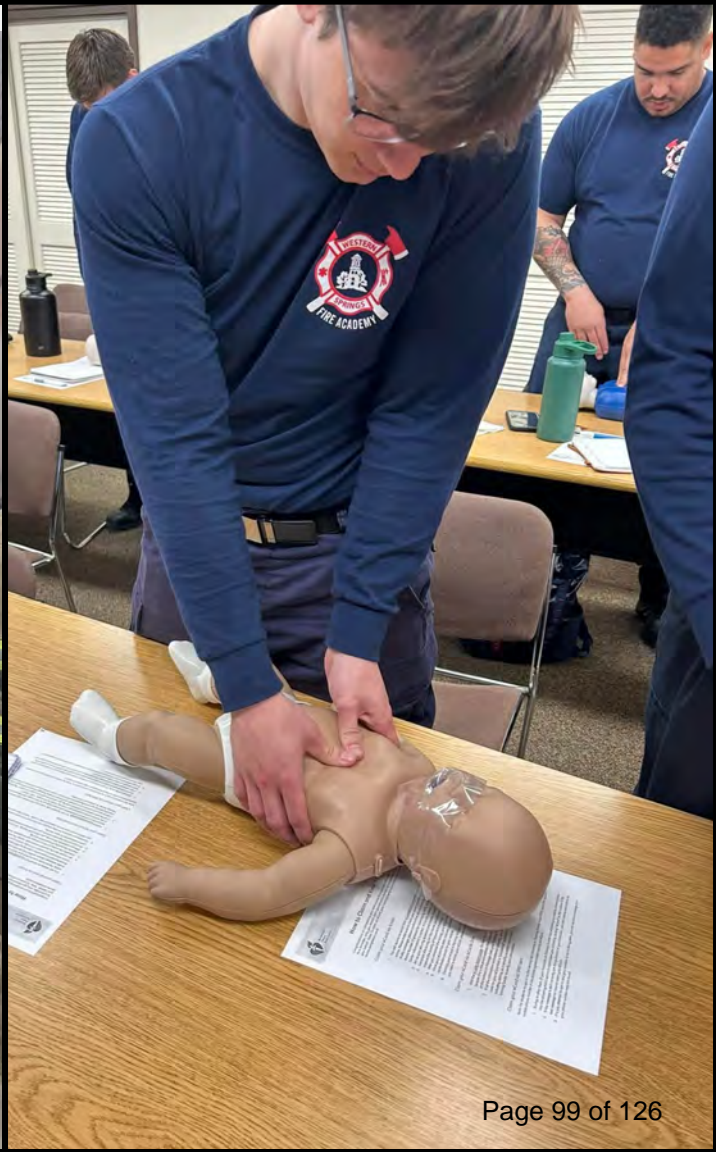
Throughout the year, the Department conducted extensive training in essential firefighting and emergency response skills, including ladders, hose operations, fire suppression, self-contained breathing apparatus (SCBA) use, EMS, driver/operator training, and rescue techniques. This training was further enhanced through the availability of acquired structures generously provided by residents, allowing for more realistic and scenario-based exercises. Additionally, several members participated in MABAS Division 10 live fire training in both the spring and fall of 2024, further strengthening their hands-on experience.

Professional development remained a priority, with department members actively engaging in a range of specialized training. In 2024, members instructed a Fire Apparatus Engineer (FAE) course at Clarendon Hills, where one firefighter completed an intensive 40-hour program to master fire apparatus pump operations. Additional development opportunities included engine company training, Fire Service Safety Officer training, Fire and EMS instructor courses, and various EMS seminars, ensuring continuous advancement in skills and expertise.

The Department also hosted a six-month in-house fire academy, welcoming 10 firefighter candidates into its ranks. Upon graduation, candidates began rigorous training to complete their task books—covering apparatus familiarization, fireground operations, EMS basics, and driving—which is required before they can begin paid-on-call shifts and respond independently to emergencies. Even after completing their task books, candidates continue with intensive training, reinforcing the department’s commitment to achieving Brilliance in the Basics.

Beyond in-house training, the Department remained an active participant in Mutual Aid Box Alarm System (MABAS) Division initiatives, engaging in Fire Investigation training and response, Hazardous Materials Team training and response, the Training and Safety Officers Committee, and the Incident Management Assistance Team (IMAT). The Department also provided mutual aid support to neighboring communities whenever needed.

Thanks to the dedication and service of its members, 2024 was another successful year in training and professional development. As training forms the foundation of any public safety agency, the Western Springs Fire Department continues to progress, strengthen its capabilities, and uphold the highest standards in emergency response.



# Western Springs Department of Fire and EMS 2024 Fire Academy

From January to June 2024, the Western Springs Fire Department proudly hosted its in-house Fire Academy—an achievement that remains a rarity in the fire service. The department takes immense pride in this initiative, which ensures recruits receive rigorous and high-quality training tailored to its standards.

Over six months, recruits dedicated more than 250 hours to training required by the Illinois Office of the State Fire Marshal, attending sessions on Tuesday and Thursday nights and full-day training on Saturdays. Throughout the academy, recruits worked to master over 200 essential firefighter skills, including:

- Donning and doffing bunker gear and self-contained breathing apparatus (SCBA)
- Tying various fire service knots
- Vehicle extrication and forcible entry
- Firefighter survival techniques
- Ladders and rescue techniques
- Fire suppression techniques

By the end of the academy, 13 recruits successfully graduated and advanced to candidate status, ready to further refine their skills and serve their community.

Hosting an in-house fire academy is a significant undertaking that requires extensive time, resources, and manpower—a commitment too great for many departments, which often opt to send recruits to external academies or provide only basic-level firefighter training. However, Western Springs remains committed to this model, not only for the cost savings to the Village but also for the assurance that new firefighters meet the Department's high standards for competence, efficiency, and safety.

This effort would not have been possible without the dedication of veteran firefighters, who volunteered their time as instructors, providing both classroom and hands-on training. Their commitment—alongside support from neighboring departments—ensured that the newest class of firefighters would be fully prepared to serve and protect upon graduation.

The Western Springs Fire Department remains proud of its ability to cultivate highly skilled firefighters through its academy, maintaining a tradition of excellence that strengthens both the department and the community.



**FIRE DEPARTMENT**  
**2024 Call Breakdown By Incident Type**

Total Fire Department Responses	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Total
	330	331	405	362	1428

Fire Responses	Number	Mutual Aid Given	Mutual Aid Received
Fire Calls (all types)	8	1	2
Fire Alarm Activation Calls	176	42	120
Smoke/Fire Reports	22	2	9

Emergency Medical Services Responses	Number	Mutual Aid Given	Mutual Aid Received
General Ambulance Call	706	103	53
Accidents/Rescue/Extrication	61	15	12

Emergency/Service Responses	Number	Mutual Aid Given	Mutual Aid Received
Carbon Monoxide Emergencies	43	1	4
Dispatched/Cancelled En-Route	193	74	2
Electrical Emergencies (Indoor and Outdoor)	24	3	1
Elevator Emergencies	2	0	2
Hazard Investigations	4	0	1
Lock in/Lock out	5	0	0
Public Service Calls	48	1	1
Spills/Leaks (Liquid and Gas)	21	2	0
Specialty Team Calls	0	0	0
Other Emergency/Service Requests	115	55	5
<b>TOTAL</b>	<b>1428</b>	<b>299</b>	<b>210</b>



# Western Springs Department of Fire and EMS Operations

Fire suppression and rescue operations include response to and control of emergencies involving fire (structure, automobile, grass/brush, electrical wires, etc.), hazardous materials, vehicle rescue, sub-surface rescue, fire alarm activation/investigation, smoke/odor investigation/mitigation, natural gas emergencies, electrical distribution system emergencies, weather-related emergencies, carbon monoxide alarms/investigations, elevator rescue, home lock-out, vehicle accident wash down, and investigation of alarm system trouble signals.

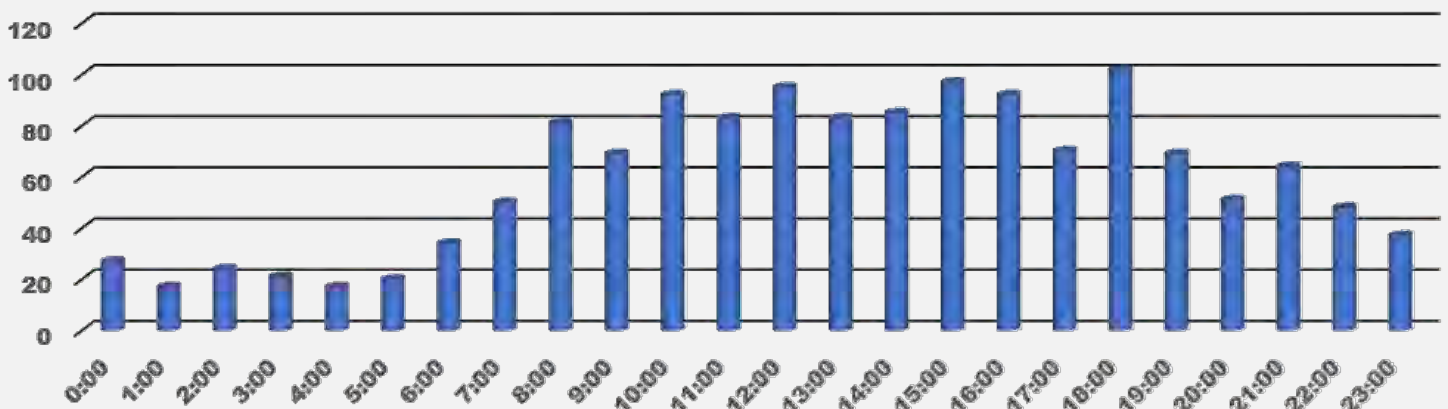
**FIRE AND EMS INCIDENTS 2009 - 2024**



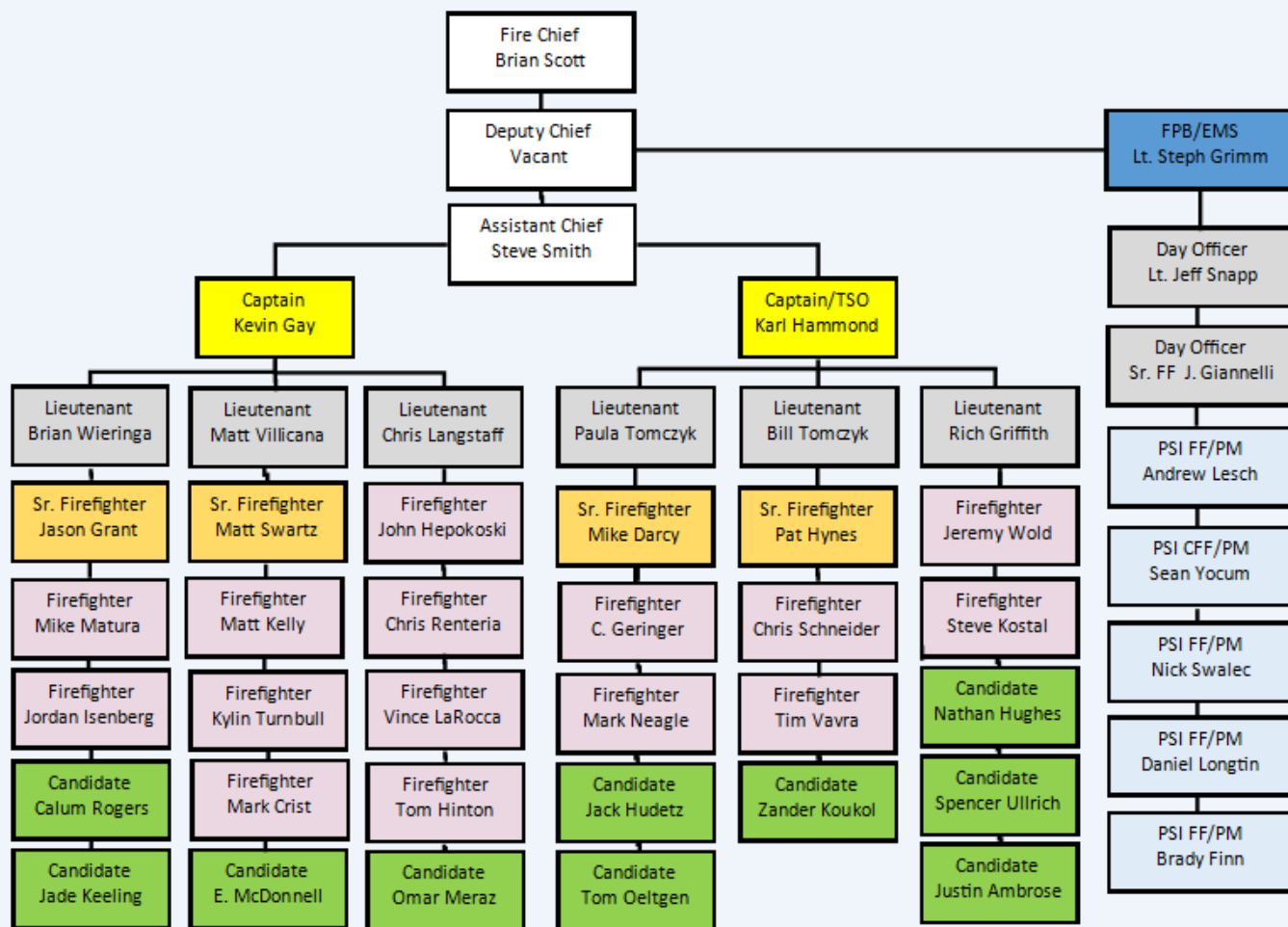
In 2024, the Department responded to **1,428 incidents** with the majority to provide emergency medical services. Mutual aid to and from other fire departments is an important element of operations. In 2024 the Department provided mutual aid for 299 incidents in other towns and Western Springs received mutual aid from other fire departments for 210 incidents in our village. The most common towns and departments for mutual aid response were Hinsdale, La Grange, and Pleasantview.

Incidents can happen in the Village at any time – in 2024 the time of day when a call was most likely to occur was 6-7 pm, but Fire Department members are ready to respond around the clock.

**CALLS BY TIME - 2024**



# Western Springs Department of Fire and EMS Operations



**Pastor Dean Monkemeier**  
Department Chaplain

Since 2022, Pastor Dean Monkemeier has been a dedicated member of the Western Springs Fire Department, offering invaluable emotional support to fire personnel. He provides guidance, stress management resources, and a compassionate presence during challenging times. In addition to assisting firefighters, Pastor Dean is also available to support citizens facing crises, ensuring they receive comfort and reassurance when they need it most.

# Western Springs Department of Fire and EMS Public Education

Public education is a cornerstone of the **Western Springs Fire Department**, with a robust initiative that includes **station birthday parties, block parties, station tours, school visits, and Safety Village**. Each department member plays a vital role in engaging and educating the community. Thanks to these ongoing efforts, **structure fires are rare occurrences** in the Village.

Expanding beyond fire safety, the Department has introduced additional **medical and health safety programs**, including the **File for Life initiative** and **Citizen's CPR Classes**, further reinforcing its commitment to public well-being.

The **annual Fire Prevention Week Open House** continues to be a highlight, drawing a strong turnout from residents across the Village. The theme for 2024, **"Smoke Alarms: Make Them Work for You!"**, underscored the importance of **installing and maintaining smoke alarms** in homes and workplaces.

During the event, the Department hosted a variety of interactive stations, including:

- A **firefighter obstacle course**
- A **smoke house** where children learned how to stay low and evacuate safely
- A **CPR station** for hands-on lifesaving techniques
- An **EMS station** with emergency medical demonstrations
- Information booths from **local hospitals and public utilities**
- The fan-favorite **burn simulation**, showcasing the effectiveness of sprinkler systems

Through these initiatives, the **Western Springs Fire Department** continues to foster a **safer, more prepared community**, empowering residents with **critical knowledge and skills** to prevent emergencies and respond effectively when they arise.





# Western Springs Department of Fire and EMS

## Fire Prevention

The Fire Prevention Bureau for the Village of Western Springs Department of Fire and EMS is involved in a variety of activities with the overall goal of improving the level of fire and life safety in the community to support our mission of, "Neighbors protecting neighbors through the delivery of emergency and non-emergency services". The Western Springs Fire Prevention Bureau as well as Public Education Division are led by Fire Marshal Lt. Stephanie Grimm.

### The activities of the Fire Prevention Bureau include:

- Conducting life safety inspections in all commercial properties on an annual basis.
- Conducting pre-occupancy and occupancy inspections for new businesses opening in the Village.
- Conducting inspections of residential fire sprinkler systems in new construction.
- Reviewing plans for new commercial fire alarm and fire sprinkler systems to ensure compliance with the Village's adopted fire codes.
- Reviewing plans for residential fire sprinkler systems as required by the Village ordinance.
- Consulting with building and business owners on issues involving fire and life safety code compliance.
- Witnessing school evacuation drills and working with school officials on their emergency preparedness plans.
- Working with community and business partners on special events to promote fire and life safety.



# Western Springs Department of Fire and EMS

## Explorers Post 17 - Inspiring Future Firefighters

Now entering its 16th year, the Western Springs Fire Department Explorer Post continues to provide young adults with hands-on experience in fire and Emergency Medical Services (EMS) training. The program, led by Firefighter/Paramedic Nicholas Swalec with the support of Post Advisor Chief Brian Scott, offers invaluable opportunities for participants to gain practical skills and real-world exposure to the fire service.



With twice-monthly training sessions, Explorers develop foundational fire-fighting and EMS competencies. They also have the chance to attend Cadet Fire Schools in Champaign and Galesburg, where they train in truck and engine operations, search and rescue techniques, vehicle extrication, and live fire exercises. Throughout the year, Explorers take part in additional training programs whenever available to further expand their knowledge.

Beyond training, Explorers actively support community events, lending their assistance at Gathering on the Green, the annual Pancake Breakfast, and Department activities such as severe weather alerts and the Fire Prevention Week open house.

By engaging in rigorous training and meaningful community involvement, the Explorer Post continues to cultivate the next generation of firefighters and EMS professionals, preparing them to serve with skill, dedication, and integrity.

Additionally, on February 25, 2024, Fire Explorer Post 17 Leader FF/PM Nick Swalec was honored with the William T. Spurgeon Award by the Boy Scouts of America Pathway to Adventure Council. This distinguished award is the highest recognition given to individuals and organizations that demonstrate exceptional leadership and dedication to the Exploring Program.



# Western Springs Department of Fire and EMS Community Programs

## Medical Reserve Corps



The Department established a federally approved Emergency Management Volunteer Team and Medical Reserve Corps (MRC) in 2009.

Medical Reserve Corps is a national project led by the Department of Health and Human Services, Office of the Assistant Secretary of Preparedness and Response. The MRC is comprised of volunteers from the Village and neighboring communities who want to provide assistance in case of an emergency or disaster. The Village currently has 38 MRC volunteers. MRC membership includes physicians, nurses, paramedics, Emergency Medical Technicians, dentists, communications specialists, logistics specialists, and childcare specialists. In collaboration with senior leadership from Hinsdale, La Grange, and Clarendon Hills, we have created a system that will provide MRC coverage to all four towns that maximizes the use of available resources and volunteers. The West Suburban MRC provides structured training programs, regular drills, and improved resource allocation, ensuring that volunteers are well-equipped to assist in emergency situations.

Our commitment is to build a stronger, more resilient network of community volunteer responders who can help safeguard public health and safety with professionalism, dedication, and expertise.



# Western Springs Department of Fire and EMS Community Programs

## Citizen CPR Training

In 2024, Department CPR instructors conducted multiple training sessions to certify citizens and Village employees in CPR. Led by CPR Program Director Lt. Paula Tomczyk, the training includes classroom lectures, demonstration videos, and hands-on practice. Participants also receive instruction in the use of Automated External Defibrillators (AEDs). All training is conducted by department personnel certified by the American Heart Association, ensuring high-quality instruction.



**American  
Heart  
Association®**

### CPR/AED training and certification were provided to:

- Western Springs Police Officers
- Park District employees
- Village staff
- Community Family Services Employees
- Grand Avenue Pre-School Staff
- First Congregational Church Pre-School Staff
- Western Springs Businesses and Residents



# Western Springs Department of Fire and EMS Emergency Management

The Department of Fire and EMS oversees Village emergency management efforts, ensuring preparedness, response, and recovery in the face of major emergencies affecting residents.

While emergency planning traditionally focuses on natural disasters like tornadoes, it also addresses man-made crises, including railroad accidents, major fires, hazardous material incidents, and technological failures such as communication disruptions, acts of terrorism, and global pandemics.



The Director of Fire and Emergency Medical Services serves as the Director of Emergency Management, working alongside other core members of the Crisis Management Team. In a major emergency, this team—joined by representatives from all Village departments—convenes at the Emergency Operations Center (EOC) to coordinate the Village response, ensuring swift and effective crisis management.

## Rave Alert System

Rave Alert is an emergency notification service that allows residents and businesses to receive timely and actionable emergency alerts via e-mail, text, or voice message on their cell phones. Using Rave Alert, the community will be more aware and better prepared in the event of an emergency.

## Smart911

Smart911 allows individuals to create a Safety Profile, at [www.smart911.com](http://www.smart911.com), at no cost. This service allows residents to provide information they want 9-1-1 and response team to have in the event of an emergency. When a person makes an emergency call, their Safety Profile is automatically displayed to the dispatcher's screen, saving critical seconds and even minutes in response to the emergency. Smart911 is part of a national service, meaning your Smart911 Safety Profile travels with you and is visible to any participating dispatch centers nationwide.

## Outdoor Warning Sirens

LTACC controls activation of the Village tornado sirens, based on a set of established criteria. Sirens are located at:

- *Forest Hills School*, at 5020 Central Avenue
- *Western Springs Fire Department*, at 4353 Wolf Road
- *Shopping area*, at 55th Street and Wolf Road

# Western Springs Department of Fire and EMS Apparatus



## Engine 1711

2022 Pierce Saber

- 1,500 gpm (gallons per minute) fire pump and 750-gallon water tank
- Two 1 3/4" and one 2 1/2" pre-connected attack fire hose lines
- 1,000 feet of large diameter supply hose
- Hurst eDRAULIC Rescue Tools equipment for vehicle extrications
- Seating capacity for six firefighters

## Engine 1721

2017 Pierce Saber

- 1,500 gpm fire pump and 750-gallon water tank
- Two 1 3/4" and one 2 1/2" pre-connected attack fire hose lines
- 1,000 feet of large diameter supply hose
- Hurst Tools eDRAULIC Rescue Equipment for vehicle extrications
- Seating capacity for six firefighters



## Truck 1719

1993 Pierce 105' Aerial Ladder Truck

- 105-foot hydraulic aerial ladder and ground ladders
- Rescue, forcible entry, ventilation, salvage, and overhaul tools
- 1,500 gpm fire pump and 300-gallon water tank
- Seating capacity for six firefighters

## Ambulance 1714

2018 Ford F-650 Life Line Ambulance

This ambulance company responds to calls for emergency medical services in town and in neighboring communities, when requested. This unit is fully equipped to provide advanced life support treatment and transport to area hospitals. In addition, it is the first unit that responds to carbon monoxide calls to determine whether residents need treatment. Ambulance 1714 is staffed by two paramedics and a EMT/First Responder.



## Ambulance 1715

2008 MedTec Ambulance

This ambulance is a back-up unit available when Ambulance 1714 has already responded to an incident or is down for maintenance.

## Command 1781

2015 Chevrolet Tahoe

Command 1781 serves as a command vehicle at significant in-town incidents. This unit is staffed daily by the Duty Officer who responds as the incident commander to these incidents as well as EMS calls.



# Western Springs Department of Fire and EMS Fire Department Family

At the Western Springs Fire Department, family is at the heart of our values. Our Department is more than just a team—it's a second family for our firefighters. Equally important, the families of our firefighters are an integral part of the fire department community.

As a primarily paid-on-call fire department, firefighter families make significant sacrifices. Their loved ones often miss family dinners, children's athletic events, holidays, and special moments to respond to emergencies, work 12-hour shifts, or instruct at the academy. These sacrifices do not go unnoticed or unappreciated.

We welcome and encourage families to be part of the firehouse experience. Whether riding on an apparatus in a parade, celebrating at our family Christmas party, or connecting with fellow spouses and significant others at the Spouse's Drill, we strive to give back to our families as a token of appreciation. The support of our families strengthens our Department, reminding us that we are always standing together.



**Lieutenant Jeffery Snapp married his fiancée Samantha**



**Captain Kevin Gay got engaged to his fiancée, Bree.**



**Firefighter Chris Renteria and family celebrated the birth of their daughter Clara.**



**The Department continues to support the family of fallen firefighter, Willard Christopher.**







*Neighbors protecting neighbors through the delivery  
of emergency and non-emergency services.*



## AGENDA ITEM SUMMARY

### PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: June 10, 2025

#### AGENDA ITEM D.4.

**To:** Public Health and Safety Committee

**From:** Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

**RE:** License Plate Reader Licensing Agreement with Timber Trails of Western Springs Community Association

---

#### **Recommendation**

Consider a recommendation to approve a license agreement with the Timber Trails of Western Springs Community Association to locate license plate reader equipment and poles on their property.

#### **Summary**

Staff recommends consideration of the license agreement to allow for the location of license plate reader equipment and poles. The proposed agreement with Timber Trails of Western Springs Community Association is attached for your review. The agreement allows for the installation of a three-inch by eight-to ten-foot metal pole with license plate reader equipment affixed to it. The Village of Western Springs will continue to hold ownership of the pole and equipment following the installation.

#### **Financial Impact**

None.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the license agreement with Timber Trails of Western Springs Community Association for License Plate Reader (LPR) equipment and pole location.

#### **Strategic Plan Alignment**

Public Safety.

#### **File Attachments**

1. Timber Trails

**LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS  
TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND RELATED EQUIPMENT  
AND A SUPPORT POLE ON THE PROPERTY OF  
THE TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION  
ADJACENT TO WOLF ROAD, NORTH OF PLAINFIELD ROAD,  
IN WESTERN SPRINGS, ILLINOIS**

This LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND EQUIPMENT AND A SUPPORT POLE ON THE PROPERTY OF THE TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION ADJACENT TO WOLF ROAD, NORTH OF PLAINFIELD ROAD, IN WESTERN SPRINGS, ILLINOIS (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2025 by and between the Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558 (the "Licensee" or "Village"), and The Timber Trails of Western Springs Community Association, c/o Shifrin Legal, 2335 South Michigan Avenue, Floor Two, Chicago, Illinois 60616-2104 (the "Licensor" or "Timber Trails COA"). The Village and Timber Trails COA are at times referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, Timber Trails COA and the Village desire to enter into this Agreement in order to place license plate reader videocameras, a support pole and related equipment (collectively the "LPR Equipment") onto property owned by Timber Trails COA and located within the Village adjacent to Wolf Road, north of Plainfield Road, in order to allow the Village's Department of Law Enforcement Services to record video of motor vehicle traffic and other transportation devices and vehicles traveling on Wolf Road for law enforcement purposes; and

**WHEREAS**, the LPR Equipment will be located on that part of the Timber Trails COA property that is adjacent to Wolf Road and north of Plainfield Road in the Village, within the area as indicated on the Site Map attached to this Agreement as **Exhibit "A"** (the "Licensed Premises"); and

**WHEREAS**, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **License; Licensed Premises.** The Licensor grants to the Licensee a license (the "License") to construct, maintain, service and operate the LPR Equipment within the Licensed Premises. The Licensee shall have the right of ingress and egress on and over the Licensed Premises as necessary for the specific use of this License, provided that the Licensee shall not have any right to enter any building within the area of the Licensed Premises without prior notice to the Licensor. The Licensee may contract with others to construct, maintain, service and operate the Equipment under the License granted under this Agreement. The Licensee shall own all of the video generated by the LPR Equipment and its use shall be for law enforcement purposes only.

3. **License Term.** The term of the License shall be for a period of ten (10) years. However, such License may be terminated by the Licensee at any time by giving twelve (12) months prior written notice to terminate, or following default by a Party as provided in Section 12 of this Agreement.

4. **Electrical Utilities.** The Licensee shall have the right to connect the LPR Equipment to the electrical system on the Timber Trails COA Property and shall not be responsible for payment of any electricity bills.

5. **No Transfer of Ownership.** Nothing contained herein shall be construed in any way as indicating that Licensor has conveyed to Licensee any ownership or property right in the Timber Trails COA Property.

6. **Acceptable Use.** The Licensee will use the LPR Equipment solely for the purpose of recording video of motor vehicle traffic and other transportation devices and vehicles traveling on Wolf Road for law enforcement purposes and not as a security system for the Licensor or the general public, and nothing herein shall be construed as creating any right or liability of the Licensee to the Licensor to provide security or other police services. The Licensee shall at all times use the LPR Equipment in accordance with all applicable law, including, but not limited to, 625 ILCS 5/2-130.

7. **Siting Approval.** The actual location of the LPR Equipment on the Licensed Premises shall be subject to the approval of the Licensor. The LPR Equipment shall not interfere with or obstruct any other use on the Timber Trails COA Property.

8. **Maintenance Obligations.** The Licensee shall, at its own cost and expense, install and maintain the LPR Equipment in a safe condition and in good repair. The Licensee shall be responsible for insuring the Equipment.

9. **Damage to Property.** The Licensee shall exercise special precautions to avoid damage to the Property of Licensor and any occupant thereof. The Licensee assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors or agents.

10. **Indemnification and Insurance.** The Licensee shall indemnify, hold harmless and defend Licensor, and its officers, employees, directors, trustees, representatives and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including, but not limited to legal fees), judgments and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder and the LPR Equipment and the use thereof, including, but limited to, actions challenging the legality of use of the LPR

Equipment unless due to the gross negligence or intentional acts of Licensor, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intendment of this provision is brought against Licensor, the Licensee, upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement. Licensee shall maintain insurance related to its indemnification obligations under this Agreement.

11. **Service Interruption.** The Licensor shall not be liable to Licensee for any interruption of service of the LPR Equipment caused by failure of electrical service or by any other cause of the Licensor.

12. **Default.** If Licensee fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within thirty (30) days after written notice, Licensor may, at its option, upon five (5) days' notice in writing, terminate this Agreement and the terms hereof. If the use of the LPR Equipment for the purposes contemplated by this Agreement is found to be unlawful by a state or federal court with jurisdiction in the State of Illinois, Licensor may find Licensee to be in default and terminate this Agreement upon five (5) days' notice in writing without an opportunity to cure, unless the Licensee advises the Licensor in writing of its intent to file an appeal and does file an appeal of such court decision.

13. **Removal of LPR Equipment.** If this Agreement is terminated, Licensee shall remove the LPR Equipment and restore any area of the Licensed Premises or the Timber Trails COA Property, which is disturbed by the removal of the LPR Equipment, within thirty (30) days of the effective date of such termination. If Licensee fails to remove the LPR Equipment within thirty (30) days of termination, the Licensor may remove the LPR Equipment and charge the Licensee with the cost of such removal.

14. **Assignment.** The Licensee shall not assign, transfer, sublet or otherwise encumber this Agreement or any of its rights or responsibilities hereunder without Licensor's express prior written consent, and any such assignment without such consent shall be void.

15. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the Parties relating to the subject matter hereof. This Agreement may not be modified or amended, nor may any obligation of either Party be changed or modified, except in writing signed by the duly authorized officers or agents of the Parties.

16. **Notice.** Except as otherwise agreed in writing by the Parties, any written notification to be given under this Agreement shall be effective only if it is in writing and: (i) delivered by hand; (ii) sent postage prepaid, certified mail, return receipt requested; (iii) sent by a nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written confirmation of delivery; or (iv) sent by e-mail delivery with a confirming hard copy by regular mail.

Notice to the Licensee shall be made to:  
Director of Law Enforcement Services  
Western Springs Police Department



740 Hillgrove Avenue  
Western Springs, Illinois 60558

Notice to the Licensor shall be given to:

Timber Trails of Western Springs Community Association  
c/o Shifrin Legal  
2335 South Michigan Avenue, Floor Two  
Chicago, Illinois 60616-2104

17. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

18. **Authorization.** The undersigned signatories for the Licensor and the Licensee represent and warrant that they each have full and complete authority to execute this Agreement on behalf of the respective Party on whose behalf each has signed this Agreement. This representation and warranty is made for the purpose of inducing the Parties to execute this Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party which is not contained in this Agreement, shall be binding or valid. Any and all previous agreements and understandings between and among the Parties, whether written or oral, are superseded by this Agreement.

20. **Waiver; Breach.** No failure by the Licensee or the Licensor to insist upon the strict performance under this Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or of such covenants, terms or conditions shall constitute a waiver of such performance. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

21. **No Third Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below, and the date of the last signatory below shall be inserted on Page 1 of this Agreement, as the Effective Date of this Agreement.

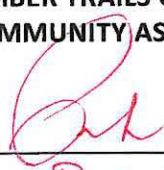
**VILLAGE OF WESTERN SPRINGS,**  
as Licensee

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

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

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

**TIMBER TRAILS OF WESTERN SPRINGS**  
**COMMUNITY ASSOCIATION,** as Licensor

By:  \_\_\_\_\_  
Name: PATRICK HIGGINS

Title: PRESIDENT, TTHOA,  
4-9-25

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

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



## AGENDA ITEM SUMMARY

### PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: June 10, 2025

#### **AGENDA ITEM D.5.**

**To:** Public Health and Safety Committee

**From:** Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

**CC:** Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

**RE:** License Plate Reader Licensing Agreement with Western Springs Park District

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#### **Recommendation**

Consider a recommendation to approve a license agreement with the Western Springs Park District to locate license plate reader equipment and poles on their property.

#### **Summary**

Staff recommends consideration of the license agreement to allow for the location of license plate reader equipment and poles. The proposed agreement with the Western Springs Park District is attached for your review. The agreement allows for the installation of a three-inch by eight-to ten-foot metal pole with license plate reader equipment affixed to it. The Village of Western Springs will continue to hold ownership of the pole and equipment following the installation.

#### **Financial Impact**

None.

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the license agreement with the Western Springs Park District for License Plate Reader (LPR) equipment and pole location.

#### **Strategic Plan Alignment**

Public Safety.

#### **File Attachments**

1. Park District LPR Agreement

**Exhibit "1"**  
**LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS  
TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND RELATED EQUIPMENT  
AND A SUPPORT POLE ON THE PROPERTY LOCATED AT  
WESTERN SPRINGS PARK DISTRICT, NORTHEAST PARK,  
114 39TH STREET, WESTERN SPRINGS, ILLINOIS**

This **LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND EQUIPMENT AND A SUPPORT POLE ON THE PROPERTY LOCATED AT WESTERN SPRINGS PARK DISTRICT, NORTHEAST PARK, 114 39TH STREET, WESTERN SPRINGS, ILLINOIS** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558 (the "Licensee" or "Village"), and the Western Springs Park District, 4400 Central Ave, Western Springs, Illinois 60558 (the "Licensor" or "Park District"). The Village and Park District are at times referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, both Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/) authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Park District and the Village desire to enter into this Agreement in order to place license plate reader videocameras, a support pole and related equipment (collectively the "LPR Equipment") on property owned by the Park District and located within the Village in the northeast corner of Northeast Park, adjacent to Ogden Avenue, with a common address of 114 39<sup>th</sup> Street, Western Springs, Illinois, to allow the Village's Department of Law Enforcement Services to record video of motor vehicle traffic and other transportation devices and vehicles traveling on Ogden Avenue for law enforcement purposes; and

**WHEREAS**, the LPR Equipment will be located on that part of Northeast Park that is adjacent to Ogden Avenue, and next to the existing pickleball courts in the Village, within the area as indicated on the Site Map attached hereto as Exhibit "A" (the "Licensed Premises"); and

**WHEREAS**, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the Corporate Authorities of the Village of Western Springs are authorized to approve and enter into this Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **License; Licensed Premises.** The Licensor grants to the Licensee a license (the "License") to construct, maintain, service and operate the LPR Equipment within the Licensed Premises. The Licensed Premises is part of Northeast Park. The Licensee shall have the right of ingress and egress on and over the Licensed Premises and

Northeast Park as necessary for the specific use of this License. The Licensee may contract with others to construct, maintain, service and operate the LPR Equipment under the License granted under this Agreement. The Licensee shall own all of the video generated by the LPR Equipment and its use shall be for law enforcement purposes only.

3. **License Term.** The term of this License shall be for a period of ten (10) years. However, such License may be terminated by the Licensor or the Licensee at any time by giving twelve (12) months prior written notice to terminate or by mutual written agreement of the Parties, or following default by a Party as provided in Section 12 of this Agreement.

4. **Electrical Utilities.** The Licensee shall have the right to connect the LPR Equipment to any electrical system in Northeast Park and shall not be responsible for payment of any electricity bills.

5. **No Transfer of Ownership.** Nothing contained herein shall be construed in any way as indicating that Licensor has conveyed to Licensee any ownership or property right in the Park District's Property.

1. **Acceptable Use.** The Licensee will use the LPR Equipment solely for the purpose of recording video of motor vehicle traffic and other transportation devices and vehicles traveling on Ogden Avenue for law enforcement purposes and not as a security system for the Licensor or the general public and nothing herein shall be construed as creating any right or liability of the Licensee to the Licensor to provide security or other police services. The Licensee shall at all times use the LPR Equipment in accordance with all applicable law, including, but not limited to, 625 ILCS 5/2-130.

6. **Siting Approval.** The actual location of the LPR Equipment on the Licensed Premise shall be subject to the approval of the Licensor. The LPR Equipment shall not interfere with or obstruct any other use on the Park District's Property.

7. **Maintenance Obligations.** The Licensee shall, at its own cost and expense, install and maintain the LPR Equipment in a safe condition and in good repair. The Licensee shall be responsible for insuring the LPR Equipment.

8. **Damage to Property.** The Licensee shall exercise special precautions to avoid damage to the Park District Property and any personal property of the Licensor and any occupant thereof. The Licensee assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors or agents.

9. **Indemnification and Insurance.** The Licensee shall indemnify, hold harmless and defend Licensor, and its officers, employees, directors, trustees, representatives and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including, but not limited to legal fees), judgments and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder unless due to the gross negligence or intentional acts of Licensor, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intentment of this provision is brought against Licensor, the Licensee, upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement.

10. **Service Interruption.** The Licensor shall not be liable to Licensee for any interruption of service of the LPR Equipment caused by failure of electrical service or by any other cause of the Licensor.

11. **Default.** If Licensee fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within thirty (30) days after written notice, Licensor may, at its option, upon five (5)

days' notice in writing, terminate this Agreement and the terms hereof.

12. **Removal of LPR Equipment.** If this Agreement is terminated, Licensee shall remove the LPR Equipment and restore any area of the Licensed Premises or the Park District Property, which is disturbed by the removal of the LPR Equipment, within thirty (30) calendar days of the effective date of such termination. If Licensee fails to remove the LPR Equipment within thirty (30) calendar days of termination, the Licensor may remove the LPR Equipment and charge the Licensee with the cost of such removal. If the use of the LPR Equipment for the purposes contemplated by this Agreement is found to be unlawful by a state or federal court with jurisdiction in the State of Illinois, Licensor may find Licensee to be in default and terminate this Agreement upon five (5) days' notice in writing without an opportunity to cure, unless the Licensee advises the Licensor in writing of its intent to file an appeal and does file an appeal of such court decision.

13. **Assignment.** The Licensee shall not assign, transfer, sublet or otherwise encumber this Agreement or any of its rights or responsibilities hereunder without Licensor's express prior written consent, and any such assignment without such consent shall be void.

14. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the Parties relating to the subject matter hereof. This Agreement may not be modified or amended, nor may any obligation of either Party be changed or modified, except in writing signed by the duly authorized officers or agents of the Parties.

15. **Notice.** Except as otherwise agreed to in writing by the Parties, any written notification to be given under this Agreement shall be effective only if it is in writing and: (i) delivered by hand; (ii) sent postage prepaid, certified mail, return receipt requested; (iii) sent by a nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written confirmation of delivery; or (iv) sent by e-mail delivery with a confirming hard copy by regular mail.

Notice to the Licensee shall be made to:  
Director of Law Enforcement Services  
Western Springs Police Department  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Notice to the Licensor shall be given to:  
Executive Director  
Western Springs Park District  
4400 Central Avenue  
Western Springs, Illinois 60558

16. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

17. **Authorization.** The undersigned signatories for the Licensor and the Licensee represent and warrant that they each have full and complete authority to execute this Agreement on behalf of the respective Party on whose behalf each has signed this Agreement. This representation and warranty is made for the purpose of inducing the Parties to execute this Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any Party or to any employee, officer or agent of any Party which is not contained in this Agreement shall be binding or valid. Any and all

previous agreements and understandings between and among the Parties, whether written or oral, are superseded by this Agreement.

20. **Waiver; Breach.** No failure by the Licensee or the Licensor to insist upon the strict performance under this Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or of such covenants, terms or conditions shall constitute a waiver of such performance. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

21. **No Third Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below, and the date of the last signatory below shall be inserted on Page 1 of this Agreement, as the Effective Date of this Agreement.

**VILLAGE OF WESTERN SPRINGS,**  
as Licensee

**WESTERN  
SPRINGS PARK DISTRICT ,** as Licensor

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

Name: Heidi Rudolph

Title: Village President

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

By: James J. Cistione

Name: James J. Cistione

Title: President

Date: 5/13/25