

FIRST ADDENDUM TO THE CONTRACT TO PROVIDE SPECIAL POLICE SERVICES

FLOCK License Plate Readers / Village of St. Joseph

This first addendum ("First Addendum") is made this 22 day of Feb, 2022, by and between the Village of St. Joseph, Illinois, ("Village") and the Sheriff's Office of Champaign County, Illinois ("Sheriff"), hereinafter referred to as "the Parties".

WHEREAS, on July 28th, 2020, the Parties entered into a Contract to Provide Special Police Services ("Contract for Police Services"), an agreement for the Sheriff to provide special police services (part-time patrol) within the Village, and said agreement by its terms is expected to continue through, at a minimum, July 31st, 2023; and

WHEREAS, the Village desires that one or more FLOCK camera system units ("FLOCK Unit(s)"), commonly referred to as a 'license plate readers', be installed within the Village and utilized by the Sheriff in the interests of public safety; and

WHEREAS, the Village desires the Sheriff to control and direct all aspects of the use of said FLOCK Unit(s), pursuant to a separate agreement between the Sheriff and Flock Group, Inc.; and

WHEREAS, the Village desires to reimburse the Sheriff on a regular basis for all financial costs associated with the installation, maintenance, and use of said FLOCK Unit(s) within the Village.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. Beginning on or about the month of March, 2022, the Sheriff shall make arrangements with Flock Group, Inc., in consultation with the Village, to determine an initial siting location for, installation of, and use of one (1) FLOCK Unit within the boundaries of the Village, pursuant to a separate agreement between the Sheriff and Flock Group, Inc., to which the Village is not a party.
2. The Village will cooperate fully with the Sheriff and Flock Group, Inc. to provide all necessary authorizations and reasonable access for the siting, installation, and use of said FLOCK Unit(s), and any subsequent re-siting or re-installation required at the direction of the Sheriff.
3. The Sheriff's use of the FLOCK Unit(s) is a law enforcement service to be provided at the control and direction of the Sheriff as contemplated under the Contract for Police Services. The Village shall not and may not exercise control or direction over use of the FLOCK Unit(s), and any requests or concerns by the Village, other than termination of this First Addendum as provided for herein, shall be handled in the manner provided for in the Contract for Police Services.

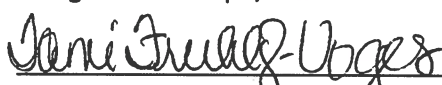
4. The Sheriff shall bill the Village each calendar month for all actual financial costs associated with the installation, maintenance, and use of said FLOCK Unit(s) within the Village, itemized as an agreed additional service in the manner set forth in the Contract for Police Services. A statement of anticipated costs is attached as Exhibit A.
5. The Village agrees that all arrangements, consultations, agreements, authorizations, and other forms of coordination contemplated under this First Addendum may be carried out by the Village's Mayor or the Village Administrator on the Village's behalf, and the Sheriff may rely upon and shall be held harmless for all representations and acts of the Village's representatives.
6. Additional FLOCK Units may be added to this agreement in the future by mutual agreement between the Parties, to be made in writing, distributed to all Parties, and filed with the Village Clerk in the same manner as this First Addendum.
7. This First Addendum is effective immediately and shall remain in effect for the duration of the Contract for Police Services, including any agreed extensions thereof, and shall automatically terminate on the same date the Contract for Police Services terminates, should that occur. It is the intention of the Parties that any subsequent Contract for Police Services, if entered into, will incorporate the substantive provisions of this First Addendum in substantially the same form as provided herein.
8. This First Addendum may be terminated separately from the Contract for Police Services, by either Party, upon 30 days written notice delivered to the other Party, whereupon the Sheriff shall bill the Village for any financial costs still outstanding, including any costs associated with removal of the FLOCK Unit(s).

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

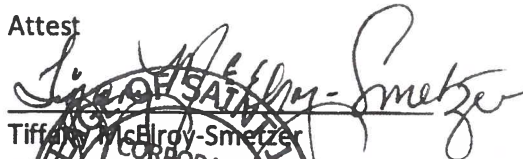
Sheriff's Office of Champaign County


Sheriff Dustin Heuerman 3/4/2022

Village of St. Joseph, Illinois


Mayor Tami Fruhling Voges

Attest


Tiffany W. Elroy-Smetzer
Village Clerk

