

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



Kathleen Fuentes  
Mitchell Milenkovic

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## **REGULAR MEETING BOARD OF TRUSTEES**

**Tuesday, November 1, 2016**

**7:00 p.m.**

### **Meeting Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Accept the Annual Treasurer's Report for Fiscal Year Ending April 30, 2016
7. Appointment to Fill the Vacancy of the Unexpired Term of Trustee
8. Accept the Letter of Agreement Regarding the Public Works Foreman Position
9. Discussion and possible final action on the renewal of the Surveillance Maintenance Agreement for Video Equipment in the Village
10. Discussion for new copiers for the police department
11. Report from the Mayor
12. Report from Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comment
16. Adjournment

**Posted October 27, 2016**

**October 18, 2016**

**State of Illinois  
County of Cook  
Village of Stickney**

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 18, 2016 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.**

**Upon the roll call, the following Trustees were present:  
Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Absent: None**

**Trustee Fuentes moved, duly seconded by Trustee Lazansky, to approve the minutes of the previous regular session on Tuesday, October 4, 2016.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.**

**Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.**

**Trustee White moved, duly seconded by Trustee Savopoulos to table item 6 until the next meeting on November 1.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Milenkovic, Savopoulos and White  
Nays: Trustee Fuentes and Lazansky  
Mayor Morelli declared the motion carried.**

**Trustee Lazansky moved, duly seconded by Trustee White to accept the report from the Illinois Department of Revenue for sales tax collected for the month of July, 2016 indicating the sum of \$36,243.34.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Transportation for the month of August, 2016 in the amount of \$813,014.68. The audience reacted and the clerk corrected the mayor. The actual amount was \$13,014.68.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee White to pass and approve Ordinance 2016-23, "An Ordinance Amending Chapter 50, Section 50-39 of the Municipal Code, Village of Stickney, Illinois regarding "Theft".

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to Trustee Milenkovic voting he mentioned that there is nothing in that section of the municipal code right now. We are not deleting anything. We are just putting it in place.

Trustee Milenkovic moved, duly seconded by Trustee Fuentes to pass and approve Resolution 14-2016, "A Resolution Authorizing and Approving a Memorandum of Understanding with the Illinois Fraternal Order of Police Labor Council for the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee White to concur with the mayor's appointment of Richard McDonald to fill the unexpired term on the Police Pension Board.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Peter Steinhagen asked from the audience how many people served on the board. Police Chief Sladetz accommodated him by giving an answer.

The mayor announced that the next item is discussion and possible action concerning the Village's Lobbyist.

Trustee Milenkovic explained that he asked for this item to be included on the agenda. He and Trustee Savopoulos attended the Illinois Municipal League conference and spoke with many public officials about what is going on in Springfield. Everyone pretty much agrees that nothing is going to happen in the next two years with this gridlock and stalemate. We are spending \$1,500 per month for a lobbyist. I don't think it is well spent. I would like to put this off for a year or two and we could get a lobbyist once again. He mentioned that Attorney Del Galdo's office called and said that there is no contract presently. Village Attorney Mike Del Galdo explained, "There is a contract but it expired in September, 2016. There is also a provision that says that there is a 30-day notice period. But, we believe that the contract expired in September because there is no mechanism for rollover. You are not terminating. You are voting not to renew and to terminate future payments, unless the board was to renew the contract. It is our opinion that the contract expired in September but the Village also paid the lobbyist after expiration. You want to clarify your intentions."

Trustee Milenkovic moved, duly seconded by Trustee White to not renew our relationship with the lobbyist.

Prior to the vote, Trustee Lazansky asked, "Once the lobbyist started there in Springfield, has he done anything for us? I know the key thing was many years back, to get the gaming over at Hawthorne. We know that that is not going to happen for a while. Has he done anything else for us for that \$1,500?" Trustee Milenkovic responded, "Not that I know of." Trustee Lazansky continued, "They sent over reports. The reports show what is going on in Springfield. I am neither Aye nor Nay over that."

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Savopoulos and White

Present: Trustee Lazansky

Nays: None

Mayor Morelli declared the motion carried.

**MAYOR'S REPORT:** The mayor made mention regarding Fire Prevention Week which was this previous week. She also addressed the program that was held at the fire house for the first time. She described seeing the jaws-of-life demonstration. She thanked Trustee Fuentes for her help. Audience member Donald Tabor commented from the audience that the demonstration using a 9-Volt battery and some steel wool to start a fire was impressive. The clerk reminded people that the same information was in one of the Fire Chief's articles in the newsletter. The mayor also thanked all of the firemen for creating the fine program.

**CLERK'S REPORT:** The clerk informed the audience that as the clerk it is one of her jobs to be knowledgeable about the elections. She instructed people to go to the Cook County Clerks web site to download and print what will be on your ballot for the November 8, 2016 election. She also told people to go to [www.voteforjudges.com](http://www.voteforjudges.com) and read about the evaluations of the judges that will be on the ballot. There are three referendums also on the ballot.

**TRUSTEES' REPORTS:** Trustee Fuentes announced the next Parks & Rec meeting will be Oct. 25, 2016 at 6:30. The Halloween Party is October 29, 2016 from 1:00-3:00 p.m. at the Rec. Center. There will be a costume contest, games and snacks. She informed us that pre-registration is required. This is open to Stickney residents and asked people to register in advance at the village hall. Bring your IDs. Morton College will visit the village hall on November 9, 2016 to provide information on programs. In addition, she gave an update on the library construction. The building permit was issued today. Additional information was provided concerning the upcoming library planning meetings.

Trustee Hrejsa told us that the rain barrel program will be continuing for another month. If you are interested, contact the Metropolitan Water Recreation District. There was a warning from the MWRD about dumping waste water into the sewer system. She asked people to have a safe Halloween.

Trustee Lazansky gave the Police Department Total Monthly Activity Report for the month of September, 2016: Total number of calls for service; 1,503; Total number of E911 calls received; 446; Arrest by type: Traffic: 69; Village Ordinance Offences: 19; Warrants and Complaints: 3; Parking violations: 199; Total number of arrests/citations issued: 290; Total number of squad miles: 10,368; Total amount of gasoline used: 1,455.8; Average gas mileage/squad: 7.122.

Ordinance Activity Report for the month of September, 2016. Ordinance Investigations: 349; Business License Investigations: 13; Violation Notices Issued: 13; Miscellaneous Details: 170; S.L.O. Tickets: 1; Parking Citations Issued: 87; Tow Tag: 2;

Trustee Lazansky thanked the mayor, the trustees and department heads for putting up with him for the last 3 ½ years. He thanked former Mayor Tabor for appointing him in 2003. He then referred to the Clerk Audrey McAdams and how we sat together at the back of the courtroom starting in 1992. He said that the clerk told him that if he should get elected that you should listen to people. He then said that he tries to listen to people. But, you can only please some of the people some of the time. But, you can never please all of the people all of the time.

Trustee Milenkovic displayed one of the trees being offered by Metropolitan Water Reclamation District. These are available on Wednesdays at the MWRD until noon. We had a Tree Board Meeting. There were 15 trees approved. The varieties were given. He thanked people for their donations to the troops. He asked people to keep the donations going.

Trustee Savopoulos provided an update on the 50/50 sidewalk program. We are on schedule. They should start framing out tomorrow and pouring on Friday. It should be done by next week. He offered Trustee Lazansky best wishes.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for June 30, 2016.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.



Trustee White thanked Trustee Lazansky for his years of service to our community.

**DEPARTMENT REPORTS:** Police Chief John Sladetz informed us that Danielle Taylor, the head of the Stickney-Forest View Library Youth Commission, reached out to him for assistance due to some really bored 12-17 year old youths that hang out at the library with nothing to do. She asked him if he could put together some sort of program to introduce to them such as crime prevention. We are going to help these kids out to keep them out of trouble. In addition, he told us that they will be coming to the board very soon to ask for a new copy machine. The current one is 10-11 years old. There is a sales person coming in on Friday. Halloween safety information was provided. The hours for trick or treating are 3:00 p.m. to 7:00 p.m. He then thanked Trustee Lazansky. It was mentioned that he served as the Trustee Chairman of the Police Department.

Public Works Supervisor Jeff Boyajian addressed the 50/50 sidewalk program. There are four spots in town where the tree roots have to be ground out before the sidewalks are put in. The Tree Lottery trees will be picked up tomorrow and delivered to the homes. Yesterday we had tree damage on Ridgeland near the football field. We had a 30-foot limb come down. The arborist said it had been hit by lightning. Those that live between Wesley and Scoville lost their water for a period of time. The properly marked water line was struck and pulled out today during construction of the Kangaroo Laundromat. There were apartment buildings without water for three hours. The contractor will get billed for the water pipe damage. The leaf program begins next week Thursday and Friday. Repaving of East Avenue will start tomorrow.

Fire Chief Larry Meyer reported that the Metropolitan Water Reclamation District brought over 50 trees for the open house. There are many still available. He estimated that there were 275 people at the open house. Many children were there. He described some of the demonstrations they conducted. One such display was a side-by-side sprinkler display. They showed the effectiveness on the fire in the room with the sprinkler. They received a grant from the North American Fire Sprinkler Advisory Board to conduct this. The mayor served hot dogs. Trustee Fuentes brought brownies and cookies. In addition, they had two fires at Koppers. Yesterday there was a fire that started in a basement of a home on Ridgeland. The occupant had stored gasoline there for his lawn mower. He filled his mower and went out to cut the grass and the fire started. They are continuing with the hydrant testing. They will be bringing the fire safety trailer to both schools. He also addressed fire safety in the house. The simple task of leaving a pizza box on the stove can start a fire. He told of a dog reaching on the stove for the pizza and actually turning on the stove causing the fire. Additional fire safety tips were given. The Chief then gave thanks and good wishes to Trustee Lazansky. He will be remembered for his Weber bakery treats.

Treasurer Kurt Kasnicka provided information about the Annual Treasurer Report for the fiscal year ending April 2016. It will be published in the *Life Newspaper* on October 26, 2016. This is where he summarized the receipts for the year and also the disbursements which are vendors and also payroll for all village employees. There is also a summary of operations. Again audience member Peter Steinhagen was allowed to speak up and ask, "When will it be put online."

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Fuentes that the meeting be adjourned. Upon which the Board adopted the motion at 7:34 p.m.

Respectfully submitted,

Approved by me this      day of      , 2016

\_\_\_\_\_  
Audrey McAdams, Village Clerk

\_\_\_\_\_  
Deborah E. Morelli, Village Mayor

August 16, 2016

VIA U.S. MAIL AND ELECTRONIC MAIL

Mr. Brian Hickey  
Cassiday Schade, LLP  
2056 Westings Avenue, Ste. 250  
Naperville, Illinois 60563

Re: Letter of Agreement Regarding Foreman Position

Dear Mr. Hickey:

This letter is to confirm the agreement that the Village of Stickney, Illinois (the "Village") and the International Union of Operating Engineers Local 399 (the "Union") reached on the date set forth above, for the following issues. This Letter of Agreement (the "Letter of Agreement") shall take effect as of August 2, 2016 (the "Effective Date").

A-1. For the duration of the term of the parties' collective bargaining agreement (the "CBA") (May 1, 2014 through April 30, 2018) the position of Foreman shall be created subject to the duties and responsibilities set forth in the attached job description. The position of "Foreman" shall be added to the job classifications included in the Representation Clause, Article I, of the CBA. The Village may begin the hiring process for the Foreman position as of the Effective Date, pursuant to, but not limited to, the criteria set forth in the attached job description.

The Village shall pay a \$2.00/hour rate increase for the position of Foreman above what is set forth for the position of Public Works employee on page 38 of the CBA. The Village shall also pay a \$2.00/hour rate increase to SAM ALONZO, retroactively from August 2, 2016 through November 1, 2016 as said individual has been undertaking the duties of Foreman during the course of negotiations.

A-2. The Village shall also increase the rate of pay for Water Operator by \$2.00/hour above what is set forth for the position of Public Works employee on page 38 of the CBA. This increase eliminates the \$400.00 water stipend paid at the end of the year, effective as of the date of this Letter Agreement and for the remainder of the term of the CBA.

A-3. Except where specifically amended herein, all terms and conditions of the CBA remain in full force and effect.

A-4. All capitalized terms not specifically defined in this Letter of Agreement shall have the same meaning as given to such terms in the CBA. To the extent that any conflicts exist between this Letter of Agreement and the CBA, the terms and provisions of this Letter of Agreement shall in all instances control and prevail.

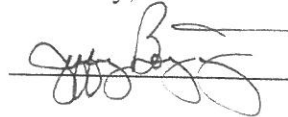


A-5. This Letter of Agreement may be executed in any number of counterparts, which, when taken together, shall constitute a complete, original document. A signature affixed to this Letter of Agreement and transmitted by facsimile, email or other electronic communication shall have the same effect as an original signature.

A-6. Any disputes as to the Village's compliance with the terms of this Letter of Agreement shall be resolved in accordance with Article XII of the CBA.

Please execute and complete the signature page block to acknowledge the Union's acceptance of this Letter of Agreement and the parties' intent to amend the CBA as set forth herein. Please be advised that this Letter of Agreement remains subject to the approval of the Board of Trustees of the Village.

Sincerely,

  
\_\_\_\_\_

For the Union

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

For the Village

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

# Surveillance Maintenance Agreement



Maintenance Agreement Accepted on Date _____	Maintenance Agreement Declined on Date _____
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This Surveillance Maintenance Agreement ("Agreement") entered into on \_\_\_\_\_ between Current Technologies Corporation (CTC) and \_\_\_\_\_ Village of Stickney ("Client") hereby replaces any and all prior written or oral agreements, promises, conditions , covenants, understandings or representations of any kind be it express, implied, statutory or otherwise, that is not expressly set forth herein:

1. CTC's Maintenance Agreement: In consideration of the payments set forth herein, CTC hereby agrees to provide Maintenance services as follows:
- Labor to Support and Repair all Defective Equipment detailed within this Agreement that has not been deemed end of life by the manufacturer
  - Equipment deemed end of life per the manufacturer's specifications, CTC will endeavor to repair or replace the Equipment as practical
  - Support Services
    - 24x7 Emergency Support Coverage
    - Remote service within 1 Hour for network down emergencies
    - Onsite service within 4 Hours for network down emergencies
    - Remote service within 4 Hours for non-emergency work
    - Routine non-emergency onsite service when we have 1-3 days advance notice
  - Automated System Monitoring
  - Software Updates – up to one time per year upon client request
  - Camera Cleaning – up to one time per year upon client request
  - Software Configuration Changes to System
  - Unlimited Onsite, Remote and/or Phone Support for Equipment detailed within this Agreement
  - Training as needed for new software version releases

Equipment detail list attached to this Agreement.

("Equipment"). CTC's Maintenance Services shall include the labor to repair, as needed, said, and the associated labor to service the Equipment. CTC will continue to support and repair all equipment that has not been deemed end of life by the manufacturer. This service Agreement is not intended to be a replacement program. In the event that a piece of supported Equipment fails and has been deemed end of life per manufacturer's specifications, CTC will endeavor to repair or replace the Equipment as practical. In the event that repairs cannot be facilitated with a directly comparable piece, CTC will consult with the Client to determine a replacement plan. The replacement plan for the specified piece of Equipment will then be beyond the scope of this Agreement and any further service calls prior to said replacement may be charged directly to the Client as being outside the scope of this Agreement. The Client shall be responsible for the

costs associated with repair and/or replacement of all Equipment. CTC shall endeavor to make recommendations of replacement Equipment that is near end of life, with similar product bearing similar performance to resolve the situation at the Client's expense.

In the event that CTC is called in to effectuate the same or related repair to the Equipment, and CTC has previously recommended the replacement of the Equipment, or any part thereof, in writing to correct the issue at hand, all such subsequent calls shall fall outside the scope of this Agreement and CTC shall have the right to bill service call and all related parts at standard rates, including travel fees.

Client must continue VMS (video management support) Agreement in order to be eligible for the CTC Maintenance Agreement. The costs to renew or update software, are not included in the "Maintenance Fee" but will be invoiced to the Client along with the costs associated with the shipping/handling and applicable sales tax. All new software purchases under \$2,500.00 and all software renewal fees shall require 100% prepayment; all other purchases (including but not limited to hardware, software or combined hardware/software) in excess of \$2,500.00 shall require a 50% payment up front deposit with the balance due within 15 days of invoice.

CTC does not guaranty the functionality, life expectancy, quality or suitability of any existing Equipment. In the event the Equipment, or any part thereof, needs to be replaced, CTC shall make recommendations of substituted compatible equipment. If the Client elects to proceed with replacement of some, but not all of the recommended replacement equipment, CTC cannot guaranty the functionality of the replaced equipment with the existing equipment

2. Client's Payment. In consideration of the terms, conditions, covenants and promises set forth in this Agreement and for CTC to reserve sufficient time to perform CTC's Maintenance Service, the Client agrees to pay CTC a **Maintenance Fee of \$7,114.58**. CTC acknowledges that the travel time and labor fees are incorporated into the Maintenance Fee.

All Maintenance Agreements must be pre-paid in order for the maintenance Agreement to be in effect. Current Technologies reserves the right to increase the Maintenance Agreement fee after the term of the Agreement has ended.

3. Exclusions from Agreement: Exclusions to the Agreement are, but not limited to, the following:
  - a. This Agreement does not include software renewals
  - b. This Agreement does not include moving, changing or adding equipment
  - c. This Agreement does not include incidents which void the manufacturer's warranties such as vandalism, acts of nature, etc.
  - d. Per this Agreement, CTC reserves the right to bill for any shipping charges CTC may have incurred

- e. This Agreement does not include intentional acts of Client, or Client's employees, agents, associates, or third parties, that damage or injure the systems through computer virus or other malicious activity to the Equipment and/or related software.
- f. Replacement of server(s) is not covered under this Agreement
- g. Labor to repair said server(s) is not covered under this Agreement if Client does not have server under warranty

4. CTC's Standard Response Time: The Parties hereto understand, agree and acknowledge that at certain times, CTC may not be able to comply with the following Standard Response Time, but CTC will strive to provide timely service and provide the following minimum service levels:

- Remote service within 1 Hour for network down emergencies
- Onsite service within 4 Hours for network down emergencies
- Remote service within 4 Hours for non-emergency work
- Routine non-emergency onsite service when we have 1-3 days advance notice

In the event of acts of god, strikes, lockouts, labor stoppage or other labor difficulties, explosions, sabotage, accidents, riots or civil unrest, acts of war, acts of terrorism, fire, flood or other casualty, governmental moratorium, legal requirement, delay or disruption caused by the other party, or any other cause or causes beyond such party's reasonable control and CTC cannot comply with the Standard Response Time, CTC will contact the Client within the aforesaid time frames and advise the Client when CTC will be able to address the issues.

5. The attached Terms and Conditions are made a part herein by reference. CTC reserves the right to modify its Terms and Conditions and shall update the same on its website and the updated Terms and Conditions shall be made a part of this Agreement; CTC shall provide notice to the Client of any modifications to the Terms and Conditions and it shall be the Client's duty and responsibility to review CTC's website at the following location, URL: <http://www.currenttech.net/terms.pdf>. By signing this Agreement the Client represents that it has read and understood its obligations under this paragraph and the Terms and Conditions.

6. Breach and Enforcement. In the event of a breach of this Agreement, the non-breaching party's continued obligations under this Agreement shall not be relieved until and unless the breach is cured. The breaching party shall be required to pay all damages, expenses and costs incurred by the non-breaching party, including attorney's fees and court costs incurred in enforcing this Agreement. The Parties understand, acknowledge and agree this Agreement is being entered into in DuPage County Illinois and all such actions to enforce the terms of this Agreement shall occur within DuPage County Illinois.

7. **Covenant Not to Solicit CTC's Employees.** Client understands that in order to better serve the Client, CTC may elect to assign an employee or consultant to perform the Maintenance Service. At CTC's request, the Client shall provide sufficient space for CTC to work at the Client's office in order to perform CTC's Work under this Agreement. Client will come in contact with and have access to, during the term of Agreement, CTC's employees and consultants. Client shall not directly or indirectly, during term of this Agreement and for a period of two (2) years thereafter, contact, solicit, employ or contract with, or cause a third party to contact, solicit, employ or contract with, any employee of CTC or consultant. This provision shall survive the termination of this Agreement.

8. **Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.**

9. **Notices.** All notices and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, mailed by certified or registered mail (postage prepaid, return receipt requested), sent prepaid by reputable overnight courier or sent by confirmed telecopier, addressed as follows:

if to CLIENT:	_____	with copy to:	_____
	_____		_____
	_____		_____
Email:	_____		_____
			_____
if to CTC:	CTC		_____
	1423 Centre Circle		_____
	Downers Grove IL 60515		_____
Email:	_____		_____

or to such other address and/or such other addressee as any of the above shall have specified by notice hereunder. Each notice or other communication which shall be delivered personally, mailed or telecopied in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. Amendments and Modifications. This Agreement may not be amended, modified or changed in any respect except in writing duly signed by the party against whom enforcement of such amendment, modification or change is sought.

11. Binding Effect; Benefits. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, transferees, successors and permitted assigns. The party executing this Agreement hereby represents and warrants that it has the requisite authority to execute the Agreement on behalf of, and to bind, the entity it is executing the Agreement. In the event a Party to this Agreement or its successors or assigns or a third party seeks to challenge the authority of the individual(s) who executed this Agreement, the party to whom the challenge is made as to the requisite authority shall be responsible to seek to enforce this Agreement and take all steps necessary to effectuate the acceptance of this Agreement by the challenged Party. The challenged Party and the individual who executed this Agreement shall be, jointly and severally, responsible for the payment of any and all reasonable attorney's fees and costs that are incurred by the non-challenged party as a result of said challenge and/or any resulting litigation that arises from the challenge.

12. Entire Agreement. This Agreement constitutes the sole and entire Agreement of the parties with respect to the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts.

14. Term of Agreement. One Year

From 11-1-16 to 10-31-17

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Current Technologies Corporation:**

**Client:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Surveillance Maintenance Agreement



### Refusal of Maintenance Agreement -

IN WITNESS WHEREOF, the client has DECLINED this Agreement as of the Date shown below and all maintenance will be billed at time and materials.

**Current Technologies Corporation:**

**Client:**

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

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

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

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

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