

**RESOLUTION NO. R-2023-56**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT  
FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM  
FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE  
OF FIRE DETECTION AND SUPPRESSION SYSTEMS**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), a home rule municipality, desire to approve and enter into a Letter Agreement dated September 15, 2023 with a Terms and Conditions Exhibit issued by Brycer, LLC of Warrenville, Illinois ("Brycer") (the "Letter Agreement") for the Village's implementation of the Brycer / The Compliance Engine Program for tracking of fire inspections, testing and maintenance of fire detection and suppression systems that are located in buildings within the Village's jurisdiction. A copy of the Letter Agreement is attached hereto as Exhibit "1" and made a part hereof; and

**WHEREAS**, Brycer desires to enter into the attached Letter Agreement with the Village. Brycer agrees to charge the Village no fees for the implementation and operation of the Brycer / The Compliance Engine Program, subject to the Village complying with the IT requirements of the implementation of the Program; and

**WHEREAS**, pursuant to their home rule powers and contracting authority as provided by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), Article VII (Local Government), Section 6 (Powers Of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution) as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Maywood have the statutory authority to approve and enter into the Letter Agreement and have determined that entering into the Letter Agreement is in the best interests of the health, safety and welfare of the Village residents, property owners, business owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:**

**SECTION 1: Incorporation.** The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the Resolution.

**SECTION 2: Approval and Execution of Letter Agreement and Other Related Documents.** The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the Letter Agreement. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute the final version of the attached Letter Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents, including the execution of originals or certified copies of all documents, that are necessary to fulfill the Village's obligations under the Letter Agreement.

**SECTION 3: Approval of Financial Obligations and Other Documents.** The President and Board of Trustees of the Village approve the expenditure of the Village General Corporate Funds and other lawful public funds necessary to fulfill the Village's obligations under the Letter Agreement.

**SECTION 4: Delivery of Signed Documents.** The President and Board of Trustees of the Village authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the Letter Agreement, to Brycer in order to comply with the terms of the Letter Agreement and 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.

**ADOPTED** this 10th day of October, 2023, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustees R. Williams, M. Jones, M. Lightford, A. Peppers  
and I. Brandon

**NAYS:** None

**ABSENT:** Trustee A. Sanchez

**APPROVED** this 10th day of October, 2023, by the Village President of the Village of Maywood,  
and attested by the Village Clerk on the same day.

**ATTEST:**



Tori-Love Garron, Village Clerk



Nathaniel George Booker, Village President

**Exhibit "1"**

**Letter Agreement and Its Terms and Conditions Exhibit dated September 15, 2023  
for Village Implementation of the Brycer / The Compliance Engine Program  
for Tracking of Fire Inspections, Testing and Maintenance of  
Fire Detection and Suppression Systems**

(attached)



### ***Why BRYCER (The Compliance Engine)?***

We respectfully request Board Approval to utilize **BRYCER (The Compliance Engine)**, to considerably improve the **Maywood Fire Departments** ability to assist commercial properties with fire protection system compliance. This Compliance Engine solution allows for timely review/inspection of fire protection systems, assist in reducing false alarms, ensures all systems are tested per code, expedites repairs, and helps ensure the **Maywood Fire Departments** mission of saving lives and protecting property for all who live, work, visit or do business in the **Village of Maywood**.

#### **Abstract:**

The **Maywood Fire Department** researched how we can better track and ensure the safety of our community through updated and timely information regarding maintenance and installation of fire and life safety systems. Other agencies in the area such as **Broadview, River Forest, Franklin Park, Oak Park, Elmhurst, Brookfield, and 100+ other Illinois Fire Departments** are currently utilizing **BRYCER (The Compliance Engine)**.

#### **Background:**

Commercial premises are required to maintain fire alarms, fire sprinkler systems, fire pumps, commercial kitchen hood suppression systems, and multiple other fire protection systems under the IFC Adopted Code and in accordance with the International Fire Code. Unfortunately, some facilities do not comply with FPS inspections or repairs due to several factors such as no knowing requirements, or the property is vacant without tenant.

Within the adopted **2018 International Fire Code, section 108.3 Recordkeeping**, allows the Authority Having Jurisdiction **"to prescribe the form and format of such recordkeeping on inspection, testing and maintenance of fire protection systems"**.

**Maywood Fire Department** has selected a private company, **BRYCER**, to significantly improve **Maywood Fire Department's** ability to track and drive code compliance through **BRYCER's** online tool, **The Compliance Engine**. Accurate and timely inspection reporting, combined with this new tracking capacity, will reduce false alarms, ensure all systems are tested and expedite the repairs of fire protection systems, helping ensure **Maywood Fire Department's** mission of saving lives and protecting property for all who live, work, visit or do business in the **Village of Maywood**.

#### **How it works:**

- Contractors pay a minimal fee to **BRYCER** for each system that they maintain annually or semi-annually.
  - This fee allows for reporting throughout the year for testing, maintenance, and repairs for fire protection systems.
  - This fee pays for **BRYCER's** services so that they can monitor compliance with all the systems and
    - Send out reminder & overdue notifications for needed testing and maintenance.
    - Send out repair requirement notifications for systems in fault or impaired.
    - Make follow up phone calls on overdue/deficient systems.
    - Provide data build and recordkeeping services.
    - Provide 24/7/365 Customer Service.
- No cost to the **Village of Maywood** . All fees are paid by the Fire Protection Contractor

**Duty. Honor. Community.**



## **THE COMPLIANCE ENGINE**

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It offers a secure cloud environment in which third party service providers who inspect, test and maintain fire protections systems, submit their reports via BRYCER's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications, build your database and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, AHJs are better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

### **CURRENT LANDSCAPE**

- 40% of life safety systems go uninspected or unmaintained every year.
- 32.5% of false alarms are due to lack of maintenance and testing.
- 29% of fire code official's time is spent administering 3rd Party ITM reports.
- 95% of AHJs do not have the resources to enforce their adopted fire code.
- Current process is manual, paper based, reactionary, inefficient and expensive.

### **THE COMPLIANCE ENGINE BENEFITS**

- Drives 100% compliance with fire & life safety code.
- Electronically collects, organizes and tracks fire and life safety test results.
- Offers API Services with RMS and software inspection companies.
- Maximizes limited resources, saves time and streamlines communication.
- Built to ensure a safer environment for firefighters, citizens and guests.
- Saves AHJs money while strengthening life safety and offers cost recovery.

### **REVENUE MODEL**

- Free for AHJs.
- No charge to the building owners.
- Fee paid by 3rd party contractors on per system, per premises basis.
- Delivers compliance resulting in new business and maintenance revenue for 3rd party contractors.
- Endorsed by IKECA and Western Fire Chiefs Association

## NOTABLE NATIONAL PARTNERS

Los Angeles, CA  
Chicago, IL  
Phoenix, AZ  
San Diego, CA  
San Jose, CA  
Austin, TX  
Seattle, WA  
Albuquerque, NM  
Kansas City, MO  
Colorado Springs, CO  
Raleigh, NC  
Long Beach, CA  
Wichita, KS  
Corpus Christi, TX  
Greensboro, NC  
Laredo, TX  
Boise, ID  
Tacoma, WA  
State of Mississippi  
State of Maryland  
State of Nevada  
Springfield, MO  
Naperville, IL  
Syracuse, NY  
Scottsdale, AZ  
Fort Lauderdale, FL  
Oklahoma City, OK

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

September 15<sup>th</sup>, 2023

Village of Maywood  
40 Madison St  
Maywood, IL 60153

**Re:    "The Compliance Engine"**

Dear Village of Maywood:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the Village of Maywood ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1.     **Term:** Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2.     **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3.     **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

September 15<sup>th</sup>, 2023

Village of Maywood  
40 Madison St  
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Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: M. S. P. R.  
Its: President

Acknowledged and Agreed to this  
11 day of October, 2024:

[CLIENT]

By:   
Its: Nathaniel George Booker, Village President

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-

current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic

mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Tori-Love Garron, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2023-56**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A LETTER AGREEMENT AND ITS TERMS AND CONDITIONS EXHIBIT  
FOR VILLAGE IMPLEMENTATION OF THE BRYCER / THE COMPLIANCE ENGINE PROGRAM  
FOR TRACKING OF FIRE INSPECTIONS, TESTING AND MAINTENANCE  
OF FIRE DETECTION AND SUPPRESSION SYSTEMS**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 10th day of October, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of October, 2023.

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

**AYES:** Mayor Booker, Trustees R. Williams, M. Jones, M. Lightford, A. Peppers  
and I. Brandon

**NAYS:** None

**ABSENT:** Trustee A. Sanchez

I do further certify that the original Resolution, of which the foregoing 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 Maywood, this 10th day of October, 2023.

[SEAL]



Tori-Love Garron, Village Clerk