

**TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES MEETING**

May 18, 2021

6:30PM

A G E N D A

VIRTUAL MEETING PARTICIPATION:

Due to COVID-19 and the closure of Town Hall until further notice, the Town of Columbine Valley is providing alternate means for public participation at meetings of the Board of Trustees.

To view the meeting click on the “Join Trustee Meeting” link at the top of the Town’s web site www.ColumbineValley.org

To provide written remarks during the public comment or public hearing, send an email by 4:00 p.m. on the date of the meeting to jdmccrumb@columbinevalley.org with your name, address, agenda item and comment. You may also join at the web link above.

1. ROLL CALL 6:30
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT
Each speaker will be limited to three minutes. The Board of Trustees is not authorized by the Colorado Open Meetings Law to discuss, comment, or act at the meeting on any issue raised by public comment. The Mayor may refer the matter to the Town Administrator or Town Attorney for immediate comment, or to staff to obtain additional information and report back to the Board as appropriate.
4. CONSENT AGENDA Mayor Palmer
 - a. Approval of April 20, 2021 Minutes
 - b. Extend Emergency Declaration through June 16, 2021
5. REPORTS
 - a. Mayor
 - b. Trustees
 - c. Town Administrator
 - d. Chief of Police
 - e. Finance Report
6. OLD BUSINESS Mayor Pro Tem Menk
Mr. Schiller
 - a. Flock License Plate Cameras
 - b. Trustee Bill #2 – Dog Waste (2nd Reading)
7. NEW BUSINESS
 - a. There is no new business
8. ADJOURNMENT

TOWN OF COLUMBINE VALLEY
BOARD OF TRUSTEES
Minutes
April 20, 2021

Mayor Palmer called the Regular Meeting of the Trustees to order at 6:30 p.m. Due to the COVID-19 pandemic and as allowed under the Towns Electronic Participation in Meeting Policy (Resolution #6, 2020), the meeting was held in a hybrid model via Zoom. Roll call found the following present:

Trustees: Roy Palmer, Bruce Menk, Kathy Boyle, Bill Dotson, Mike Giesen, and Jim Tarpey

Also present: Lee Schiller, J.D. McCrumb, Sue Blair, Brent Kaslon, and Bret Cottrell

PUBLIC COMMENT: There was no public comment.

CONSENT AGENDA

ACTION: upon a motion by Trustee Menk and a second by Trustee Giesen, the Board of Trustees unanimously approved the consent agenda as presented.

REPORTS

- A. Mayor Palmer had no report.
- B. None of the Trustees had a report.
- C. Mr. McCrumb reviewed his report as presented in the Trustees Packet
- D. Chief Cottrell reviewed his report as presented in the Trustee Packet.
- E. Mrs. Blair reviewed the Town's March financials as presented in the Trustees Packet.

OLD BUSINESS

- A. **Entrance License Plate Cameral Update:** Chief Cottrell presented three options for the installation of this security system. The Trustees asked questions and discussed the options. The Chief recommended, and the Trustees directed staff to proceed with a contract for 7 inbound cameras on a trial basis.

ACTION: The Trustees directed staff to add this item to the May meeting for action.

NEW BUSINESS

- A. **Resolution #1, 2021 – 3-Mile Plan:** Mr. Kaslon presented the 3-Mile plan to the Trustees. The plan had been reviewed and recommended for approval by the Planning and Zoning Commission. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Menk, the Board of Trustees unanimously approved Resolution #1, 2021.

- B. **Trustee Bill #2, 2021 – Dog Waste:** The ordinance was presented by Mr. Schiller. The Trustees asked clarifying questions.

ACTION: upon a motion by Trustee Tarpey and a second by Trustee Dotson, the Board of Trustees unanimously approved Trustee Bill #2, 2021 on 1st reading.

ADJOURNMENT: There being no further business, the meeting was adjourned at approximately 7:45 p.m.

Submitted by,
J.D. McCrumb, Town Administrator

* All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall.
** All minutes should be considered in DRAFT form until approved by the Board of Trustees at the next regular meeting.



Request for Board of Trustee Action

Date: May 18, 2021

Title: Extend Emergency Declaration

Presented By: J.D. McCrumb, Town Administrator

Prepared By: Lee Schiller, Town Attorney

Background: On March 24, 2020, Mayor Pro Tem Bruce Menk signed an Emergency Declaration for the Town stating that the COVID-19 virus constitutes a local disaster for the town which endangers the health, safety, and welfare of the community. Mayor Pro Tem Menk also activated the Town's Pandemic Mitigation Plan. These documents were ratified by the Trustees on March 27, 2020 and have been extended several times through March 17, 2021 by the Board of Trustees.

Town staff has now resumed normal operating procedures and the Pandemic Mitigation Plan does not need to be extended. However, some proactive mitigation efforts will continue. Staff, as well as State and local authorities recommend continuing the Emergency Declaration at this time.

Attachments: Local Disaster Emergency Declaration

Suggested Motion: As a part of the consent agenda "I move to extend the Town's Emergency Declaration through June 16, 2021, unless circumstances allow the Mayor to relax restrictions or extended by the Board of Trustees".

TOWN OF COLUMBINE VALLEY, COLORADO
LOCAL DISASTER EMERGENCY DECLARATION

WHEREAS, in accordance with the Colorado Disaster Emergency Act ("Act"), C.R.S. Section 24-33.5-704, on March 10, 2020, Governor Jared Polis, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, protect vulnerable communities all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. Section 24-33.5-709, a local disaster may be declared only by the principal executive officer of the Town (the Mayor or the Mayor Pro-Tem, acting in place of the Mayor), and shall not be continued for a period in excess of seven days, absent the consent of the Board of Trustees; and

WHEREAS, "The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans." C.R.S. Section 24-33.5-709(2);

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, AS FOLLOWS:

Section 1. That the COVID-19 virus constitutes a local disaster for the Town which endangers the health, safety and welfare of the entire community and emergency action is required to avert such danger.

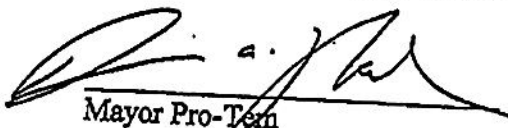
Section 2. Local emergency resources may be overwhelmed and requests for aid may be needed. Community leaders are encouraged to cancel or postpone all non-essential meetings and gatherings. All residents of the Town of Columbine Valley are encouraged to remain at home wherever possible.

Section 3. This Declaration shall be promptly filed with the Columbine Valley Town Clerk, the Arapahoe County Clerk and Recorder and with the Colorado Office of Emergency Management.

Section 4. This Declaration shall remain in full force and effect for a period of seven (7) days unless renewed in excess of this time period by action of the Board of Trustees of the Town of Columbine Valley.

Dated March 24, 2020

TOWN OF COLUMBINE VALLEY


Mayor Pro-Tem



Town Administrator's Report

May 2021



Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

Tel: 303-795-1434
Fax: 303-795-7325
jdmccrumb@columbinevalley.org



Town Website March Statistics

2,611

Total Visits

3,092

March Page Views

Top Pages

This Week

Dumpsters

Calendar

Building Permits

Communications & Administration

- Staff has been reviewing the Employee Handbook to ensure compliance with law and represent industry best practices. This will be presented to the Trustees in July for adoption.
- Staff continues its work on the Capital Improvement Program and 10-year road condition forecast; and will be presenting to the Trustees in mid-summer.
- Construction of the Columbine Park stage will begin in the next two weeks and is anticipated to be completed for the first concert on June 24.
- Starting with the June Board of Trustees meeting, the Town will suspend hybrid meetings. The Public will still be able to view the meetings online, but public participation will be in-person only.
- Staff is planning to make Town Hall available for HOA meetings again starting June 1. Extra precautions or restrictions may be in place as required by Tri-County Health Department.

Citizen Contacts:

Staff has fielded calls, emails or walk-ins on the following topics in April

- ⇒ Building Department: 159
- ⇒ Comm. Development: 67
- ⇒ Public Works: 107
- ⇒ Municipal Court: 83
- ⇒ Other: 116



Building Department

Monthly Stats

16 Permits Issued

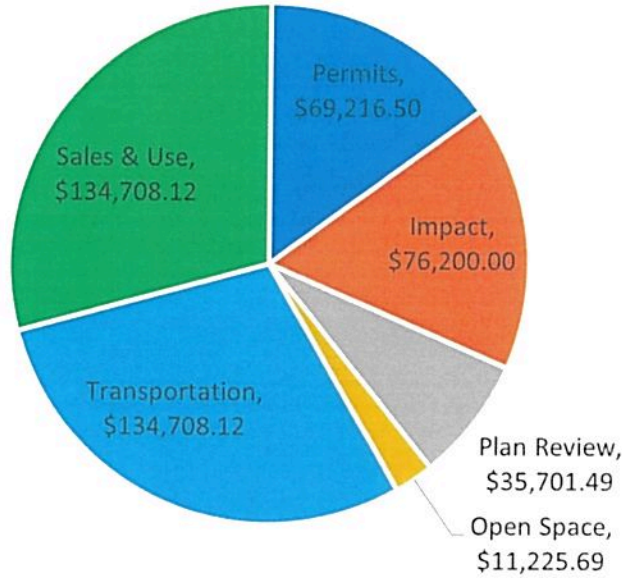
- New SFR: 7
- Major Remodel: 0
- Roofs/Solar: 0
- Other/Misc.: 9

155 Inspections

15 Licenses Issued

- General: 5
- Electrician: 2
- Plumbers: 5
- Mechanical: 1
- Roofer: 2

Apr. Permit Rev.: \$343,203.23



Wild Plum

95 Total Lots

(84 interior, 11 custom)

37 SFR Permits Issued

(26 interior, 11 custom)

0 Permits Pending

(0 interior, 0 custom)

8 Completed Homes

(8 interior, 0 custom)

6 Occupied Homes

(6 interior, 0 custom)



Building Department Revenue by Month

| | 2020 | 2020 YTD | 2021 | 2021 YTD |
|------------------|--------------------|---------------------|---------------------|---------------------|
| January | \$12,880.59 | \$12,880.59 | \$359,728.82 | \$359,728.82 |
| February | \$153,178.50 | \$166,059.09 | \$87,283.60 | \$447,012.42 |
| March | \$51,548.10 | \$217,607.19 | \$86,265.31 | \$533,277.73 |
| April | \$66,015.59 | \$283,622.78 | \$343,203.23 | \$876,480.96 |
| May | \$4,379.81 | \$288,002.59 | | |
| June | \$107,786.01 | \$395,788.60 | | |
| July | \$35,704.73 | \$431,493.33 | | |
| August | \$70,347.86 | \$501,841.19 | | |
| September | \$52,257.91 | \$554,099.10 | | |
| October | \$395,156.20 | \$949,255.30 | | |
| November | \$363,482.19 | \$985,637.49 | | |
| December | \$57,764.02 | \$1,043,401.51 | | |



Public Works Department

- Wilder Lane road repairs are scheduled for the last several days of May. There will be significant parking and access inconveniences for homeowners for a day or two depending on the work done adjacent to their home. Police have been notified and overnight parking will be available at Town Hall and along Brookhaven Drive.
- The exterior of Town Hall received an update this month. After many years of settlement and water damage, the stucco walls are being repaired. With damaged sections of stucco being cut away, a new base coat with fiberglass mesh is being installed. This is topped with a colored top coat, matching the original color. While working on the section of wall between the main building and garage, sewer water damage was discovered. Since the building was constructed, water has been directed into the top of the wall cavity, completely rotting out the wood. After a few extra days of repairs, the new stucco finish continued on, providing a clean, crack free surface.



April Weather Report

- High of 80, Low of 16
- 11.8" of accumulated snow
- 2 day with plowing /de-icing activity
- Total of 13 hours of snow removal and ice treatment.

Municipal Court

| | <u>2020 YTD</u> | <u>2021</u> | <u>2020 YTD</u> |
|------------|--------------------|--------------------|--------------------|
| Jan | \$6,314.24 | \$2,816.00 | \$2,816.00 |
| Feb | \$10,309.24 | \$11,445.00 | \$14,261.00 |
| Mar | \$13,953.24 | \$13,540.00 | \$27,801.00 |
| Apr | \$15,392.74 | \$15,330.12 | \$43,131.12 |
| May | \$16,872.74 | | |
| June | \$21,327.74 | | |
| July | \$25,247.74 | | |
| Aug | \$27,737.74 | | |
| Sept | \$30,852.74 | | |
| Oct | \$33,616.96 | | |
| Nov | \$36,011.96 | | |
| Dec | \$39,731.96 | | |

April Total Stats

- Total paid before Court: 34
- Total on docket: 25
- Cases heard by Judge: 14
- Continuances: 5
- Failure to Appears: 0
- Stays of Execution: 0
- Classes Ordered: 0
- Bench Warrants 1
- Trials 1



Columbine Valley Police

Department

Serving Bow Mar

2 Middlefield Rd. Columbine Valley, Colorado 80123

www.columbinevalley.org

(303) 795-1434 Fax (303) 795-7325

Columbine Valley P.D. Monthly Report For April 2021

| | |
|---------------------|--------|
| Full Time Positions | 6 of 6 |
| Part Time Positions | 3 of 4 |
| Regular hours | 961 |
| OT hours worked | 25 |
| Off Duty | 3 |
| PTO | 64 |

April 2021 Violations

Charges For the Date Range 4/1/2021 Thru 4/30/2021

| Qty | Charge |
|------------|--|
| 48 | 1101(2)(H) SPEEDING 10 - 19 MPH OVER: |
| 40 | 703(3) FAIL TO STOP AT A STOP SIGN: |
| 9 | 1210(A) ON STREET PARKING PROHIBITED (3-6 AM): |
| 7 | 1205 PARKING AT CURB OR EDGE OF ROADWAY: |
| 4 | BMC 16-12 OUTDOOR STORAGE PROHIBITED: |
| 3 | 1007 IMPROPER LANE USAGE: |
| 1 | 705(1) FAIL TO YIELD TO EMERGENCY VEHICLE: |
| 1 | 1208 HANDICAPPED PARKING ONLY: |
| 1 | 1101(2)(H) SPEEDING 20 AND OVER: |
| 0 | |
| 114 | Total Number of Violations Issued |

Monthly Case # Report

| | | |
|--------------|---------------------|-----------------------------|
| CV21-0000068 | 2021-04-01T11:53:01 | TRAFFIC ARREST IP |
| CV21-0000069 | 2021-04-01T11:53:01 | TRAFFIC ARREST IP |
| CV21-0000070 | 2021-04-01T18:53:26 | TRAFFIC STOP IP |
| CV21-0000071 | 2021-04-02T20:30:53 | ELUDING IP |
| CV21-0000072 | 2021-04-04T13:08:00 | PARKING COMPLAINT IP* |
| CV21-0000073 | 2021-04-08T15:23:34 | ELUDING IP |
| CV21-0000074 | 2021-04-09T12:32:21 | TRAFFIC STOP IP |
| CV21-0000075 | 2021-04-10T22:05:35 | TRAFFIC STOP IP |
| CV21-0000076 | 2021-04-12T13:28:03 | TRAFFIC ARREST IP |
| CV21-0000077 | 2021-04-12T14:25:57 | TRAFFIC STOP IP |
| CV21-0000078 | 2021-04-15T13:21:12 | RECOVERED STOLEN VEHICLE IP |
| CV21-0000079 | 2021-04-16T17:22:19 | TRAFFIC ARREST IP |
| CV21-0000080 | 2021-04-17T15:56:12 | DISTURBANCE PHYSICAL IP |
| CV21-0000081 | 2021-04-19T11:35:20 | WELFARE CHECK IP |
| CV21-0000082 | 2021-04-19T16:18:02 | TRAFFIC STOP IP |
| CV21-0000083 | 2021-04-20T16:44:47 | TRAFFIC STOP IP |
| CV21-0000084 | 2021-04-26T15:57:35 | TRAFFIC ARREST IP |
| CV21-0000085 | 2021-04-27T13:31:53 | TRAFFIC ARREST IP |
| CV21-0000086 | 2021-04-28T14:49:13 | ELUDING IP |

| | | | | | | | | | | |
|----------------------------|----------|------------|-----------|-----------|--|--|--|--|--|------------|
| USPICIOUS CIRCUMSTANCE IP | | 3 | | | | | | | | 3 |
| USPICIOUS PERSON IP | | 2 | | | | | | | | 2 |
| USPICIOUS VEHICLE IP | | 5 | | | | | | | | 5 |
| heft | | | | | | | | | | |
| heft from Motor Vehicle | | | | | | | | | | |
| HEFT FROM MOTOR VEHICLE IP | | | | | | | | | | |
| HEFT IP | | | | | | | | | | |
| RAFFIC ARREST IP | | | 5 | | | | | | | 5 |
| raffic Complaint | | | | | | | | | | |
| RAFFIC COMPLAINT IP | | | | | | | | | | |
| RAFFIC OBSTRUCTION IP | | | | | | | | | | |
| RAFFIC STOP IP | | 124 | | | | | | | | 124 |
| RANSPORT IP | | | | | | | | | | |
| respas to Property | | | | | | | | | | |
| RESPASS TO PROPERTY IP | | | | | | | | | | |
| respas to Vehicle | | | | | | | | | | |
| RESPASS TO VEHICLE IP | | | | | | | | | | |
| NKNOWN INJURY ACCIDENT IP | | | | | | | | | | |
| NLAWFUL ACTS IP | | | | | | | | | | |
| NWANTED SUBJECT IP | | | | | | | | | | |
| EHICLE LOCKOUT IP | | | | | | | | | | |
| VARRANT ARREST IP | | | | | | | | | | |
| VARRANT PICKUP IP | | | | | | | | | | |
| Weapons Violation | | | | | | | | | | |
| WEAPONS VIOLATION IP | | | | | | | | | | |
| WELFARE CHECK IP | | 3 | | | | | | | | 3 |
| Z-Animal Call | | | | | | | | | | |
| Z-Suspicious Person | | | | | | | | | | |
| Z-Suspicious Vehicle | | | | | | | | | | |
| Z-Unwanted Subject | | | | | | | | | | |
| Z-ZONING IP | | | | | | | | | | |
| Total | 1 | 141 | 54 | 41 | | | | | | 237 |



Request for Board of Trustee Action

Date: May 18, 2021

Title: Entrance License Plate Camera(s)

Presented By: Bruce Menk, Mayor Pro Tem

Prepared By: Bret Cottrell, Chief of Police

Background: At their meeting on March 16, 2021, the Trustees were presented with system of camera to be considered at entrances to the Town, that record license plates. The Trustees directed staff to return with a specific recommendation.

At their meeting on April 20, 2021, the Trustees were presented with three options for instillation of Flock Cameras, after discussion, the Trustees directed staff to pursue a trial installation of 7 cameras, in-bound, at the 7 primary entrances to Columbine Valley.

Attachments: Flock presentation from April 20, 2021
Service Agreement with Flock Safety

Fiscal Impacts: When the 2021 budget was adopted, this expenditure was not anticipated. In the event the Town exceeds its annual appropriation, a budget amendment will be required in accordance with statute.

Suggested Motion: “I move to authorize execution of the agreement with Flock Safety as presented, and to allocate \$19,250 from the Town’s general fund to meet the Town’s obligation.”

Your Safety is Everything

Stop crime in your community.

Town of
Columbine Valley
Colorado

flock safety

FLOCK SAFETY

2 ½ years old

Working in 36 States

500+ Law Enforcement Agencies



- ▶ Crime Prevention
 - ▶ Visual Deterrent
 - ▶ Alerts
 - ▶ 30 day history
- ▶ Traffic Counts

BENEFITS



**Solar &
Existing Pole**



**Electric &
Existing Pole**



**Solar &
Flock Pole**

Columbine Valley + Flock Safety

- 7-camera Pilot (Project Prove It)
- 60-days free, including install for all locations and training
- First invoice sent 60 days after install for cameras you wish to keep
- \$2,500 and \$250 install per camera in year 1 (\$19,250 Y1 and \$17500 Y2 for 7 Flock Cameras)



PROJECT PROVE IT

INVESTMENT

Subscription: \$2,500

per camera, per year*

Annual Subscription Includes

Camera Hardware

- ✓ Automatic License Plate Reader
- ✓ Solar or AC Power
- ✓ Mounting Equipment
- ✓ Maintenance Warranty

Hosting & Analytics

- ✓ Cloud Hosting & LTE Connectivity
- ✓ Unlimited User Licenses
- ✓ Hotlist Integration & Alerts
- ✓ Ongoing Software Enhancements

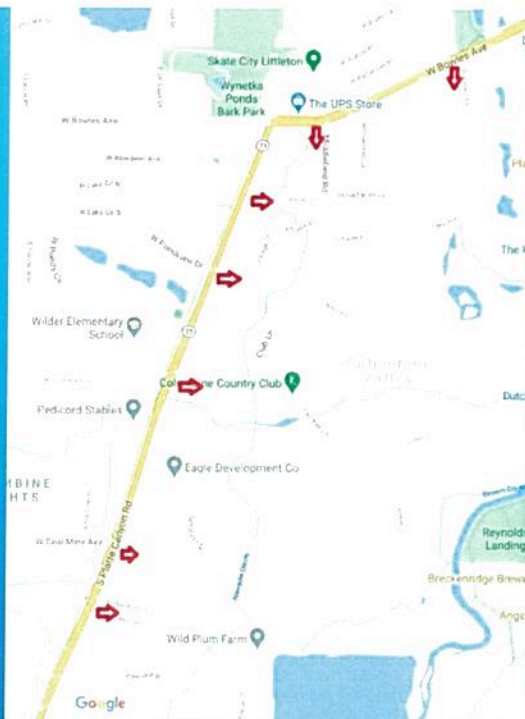
*five (5) camera minimum | one time installation fee per camera = \$250
*Flock Safety does not provide electrical services | electrical work not included in price

- ▶ Recommendation: 7 cameras and solicit feedback from residents (no cost to CV). If positive, Tailor the system to our needs with one of the following options.

TEST PHASE
(7 CAMERAS)
\$0.00

- ▶ Hunter Run
- ▶ Burning Tree
- ▶ Fairway Lane
- ▶ Middlefield Rd.
- ▶ Village Dr.
- ▶ Wylder Lane
- ▶ Brookhaven / Bowles

**Project
Prove It**



OPTION 1

ENTRY & EXIT (14 CAMERAS)

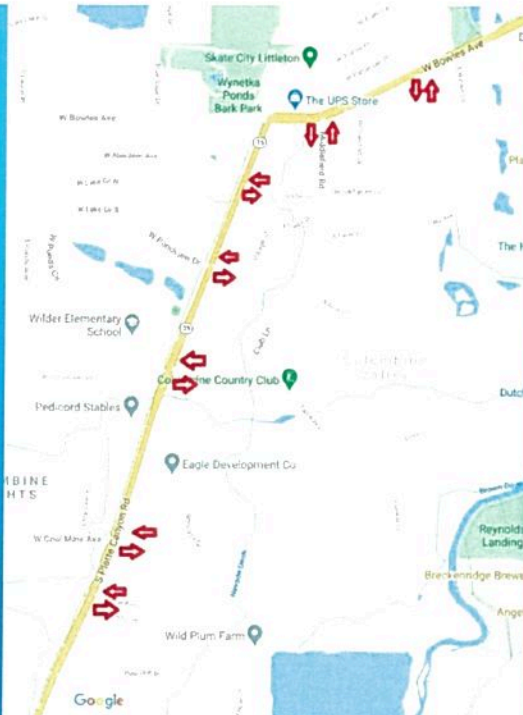
\$35000.00

BENEFITS:

FULL COVERAGE ON 7 OF 9
ENTRANCES

- ▶ Hunter Run
- ▶ Burning Tree
- ▶ Fairway Ln.
- ▶ Village Dr.
- ▶ Wylder Ln
- ▶ Middlefield Rd.
- ▶ Brookhaven / Bowles

Option 1



OPTION 2

ENTRY & EXIT (7 CAMERAS)

\$17500.00

BENEFITS:

BETTER COVERAGE ON BUSIEST
ENTRY POINTS

NOTIFICATION OF SUSPECT LEAVING
TOWN

- ▶ Hunter Run
- ▶ Burning Tree (1)
- ▶ Fairway Ln.
- ▶ Middlefield Rd.

Option 2



OPTION 3

ENTRY ONLY PLACEMENT (7 CAMERAS)

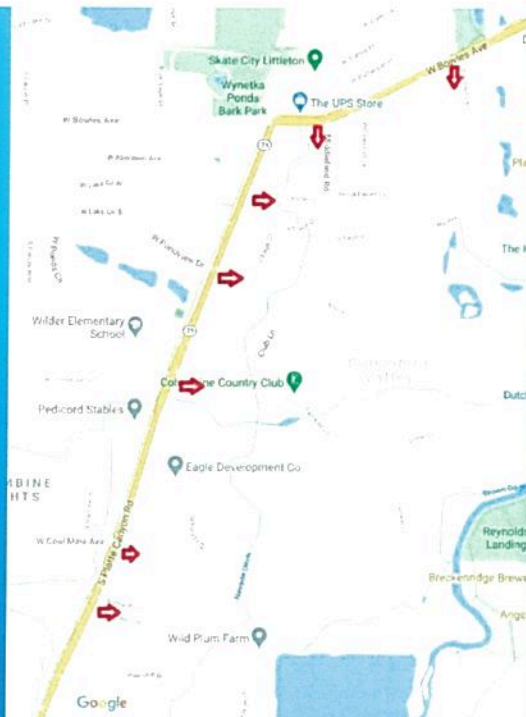
\$17,500.00

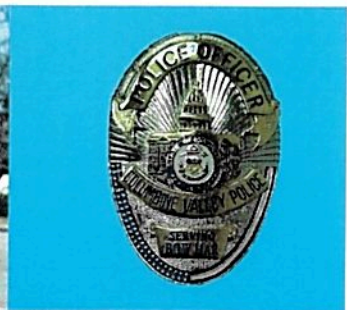
BENEFITS:

MORE ENTRY POINTS COVERED

- ▶ Hunter Run
- ▶ Burning Tree
- ▶ Fairway Lane
- ▶ Middlefield Rd.
- ▶ Village Dr.
- ▶ Wylder Lane
- ▶ Brookhaven / Bowles

Option 3





Your Safety is Everything

| | | | |
|--|--------------------|--|------------------------------|
| | PLATE QB W440VN | | LAST VISIT 3:35 PM |
| | MAKE DODGE | | SEEN 3 OF LAST 30 DAYS |
| | COLOR WHITE | | RESIDENT? NO |

Stop crime in your community.

Town of

Columbine Valley
 Colorado



flock safety

flock safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer:

Contact Name:

Address:

Phone:

E-Mail:

Expected Payment Method:

Billing Contact:

(if different than above)

Initial Term: 24

Renewal Term: 24 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.

Billing Term: Annual payment due Net 30 per terms and conditions

| Name | Price | QTY | Subtotal |
|---------------------------------|------------|---------------------|--------------------|
| (Includes one-time fees) | | | |
| Flock Falcon Camera | \$2,500.00 | 7 | \$17,500.00 |
| Implementation Fee (Public) | \$250.00 | 7 | \$1,750.00 |
| | | Year 1 Total | \$19,250.00 |

Flock Group Inc.
Today's Date - Apr 15, 2021
This proposal expires in 30 days.

Order Form
CO - Columbine Valley

0064v00001r3qYdAAI

flock safety

Recurring Total: 17500

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

Customer:

By:
Name:
Title: _
Date:

By:
Name:
Title: _
Date:

Flock Group Inc.
Today's Date - Apr 15, 2021
This proposal expires in 30 days.

Order Form
CO - Columbine Valley
0064v00001r3qYdAAI

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

flock safety

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location

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allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“*Reinstalls*”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency’s Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “*Agency Installation Obligations*” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

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Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business

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(hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

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4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "**Initial Fees**") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or

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termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “*Renewal Term*”, and together with the Initial Term, the “*Service Term*”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock’s own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party’s making an assignment for the benefit of creditors, or (iii) upon the other party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency’s Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no

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additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF

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BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

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10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Flock Group Inc.
Today's Date - Apr 15, 2021
This proposal expires in 30 days.

Order Form
CO - Columbine Valley

0064v00001r3qYdAAI



Request for Board of Trustee Action

Date: May 18, 2021

Title: Trustee Bill #2 – 2021, Dog Waste Ordinance (2nd Reading)

Presented By: Lee Schiller, Town Attorney

Prepared By: Lee Schiller, Town Attorney

Background: At their meeting on March 16, 2021, the Trustees were presented with a request by Trustee Tarpey, and after discussion directed staff to draft an ordinance addressing dog waste left undisposed of on both public, shared (HOA, etc.), and private property. The Ordinance passed 1st Reading unanimously on April 20, 2021.

Attachments: Trustee Bill #2 – 2021, Dog Waste Ordinance

Suggested Motion: “I move to approve Trustee Bill #2, Series 2021 regarding Dog Waste as presented on 2nd Reading”.

A BILL FOR AN ORDINANCE
OF THE TOWN OF COLUMBINE VALLEY CONCERNING DOG AND CAT EXCREMENT

WHEREAS, the failure to remove and dispose of the excrement on any public or private property can create a nuisance;

WHEREAS, the Town of Columbine Valley (“the Town”) has no ordinance concerning the removal of animal excrement;

WHEREAS, the Board of Trustees the Town of Columbine Valley has found that the amendments contained herein are necessary to protect the health, safety and welfare of the inhabitants of the Town.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, as follows:

Section 1. That Section 6.08.240 is hereby amended in its entirety to read as follows:

Section 6.08.240. Removal of Excrement.

A. No owner or keeper of any dog or cat shall cause or allow such animal to soil, defile or defecate on any public property, street, sidewalk or public way, common area or common grounds owned jointly by members of a Homeowner’s Association or private property, other than that of the owner or keeper, unless such owner or keeper immediately removes and disposes of all feces deposited by such animal.

B. Animal excrement shall not be placed in storm sewers or street gutters but shall be disposed of in a sanitary manor.

C. No owner or keeper of any animal shall permit excessive excrement to accumulate on the property of the owner or keeper, or on the property of others, so as to cause or create an unhealthy, unsanitary or offensive living condition on the owner’s or keeper’s property or to abutting property of others.

Section 2. Section 6.08.240 Violation-Penalty is renumbered as 6.08.250.

Section 3. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 4. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 5. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 2, series of 2021, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 20th day of April, 2021, passed by a vote of ____ for and ____ against, on first reading; passed on second reading at a regular meeting of the Board of Trustees held by a vote of ____ for and ____ against on the 18th day of May, 2021, and ordered published in the Littleton Independent on the ____ day of _____, 2021.

Roy Palmer, Mayor

ATTEST:

J.D. McCrumb, Clerk of the Town of Columbine Valley