



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, November 14, 2023
5:15 PM
Lower Conference Room

Agenda

1) Call to Order and Roll Call

2) Approve Meeting Minutes

Action requested: review and approve

a. October 10, 2023 Minutes

3) False Alarm Waiver

Action requested: review and possible action

a. False Alarm Waiver Request 10608 N. Augusta Ct.

4) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4079** A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year

b. **RESOLUTION 4080** A Resolution Approving the Fiscal Year 2024 Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency Medical Services Department

c. **RESOLUTION 4092** A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of \$101,300, for the Period January 1, 2024 - December 31, 2028

5) Discussion

a. A Discussion on Policy Guidelines for the Implementation of Radar Speed Signs to assist with Citizen Complaints of Speeding Vehicles.

6) Adjourn

Dated: November 14, 2023

/s/ Gregg Bach, Chair

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Safety Office at 262-242-3500, Monday through Friday, 8:00 AM – 4:30 PM



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Police and Fire Departments

PUBLIC SAFETY COMMITTEE

Tuesday, October 10, 2023

5:15 PM

Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko

Also Present: Police Chief Pryor, City Attorney Brian Sajdak (arrived at 5:31 PM), Administrative Coordinator Bowen, Deborah Gollin.

4) Discussion

The rules were suspended to act on the false alarm waiver first.

The Committee made a motion to move the false alarm waiver request ahead of other agenda items due to the resident being present. The motion was approved by unanimous voice acclamation.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Bach

SECONDED BY: Alderman Mayr

AYES: Bach, Mayr, Tolocko

a. False Alarm Waiver Request 2618 W. Lake Forest Ct.

Deborah Gollin requested that the Committee waive the false alarm fee. After discussing the alarm with the Committee, Gollin advised she would contact her alarm company for reimbursement. The waiver request was denied unanimously by voice acclamation.

RESULT: **Denied [Unanimous]**

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

2) Approve Meeting Minutes

a. Public Safety Committee - Regular Meeting - Aug 8, 2023, 5:15 PM

Attachment: 10-10-23 Minutes (8959 : October 10, 2023 Minutes)

RESULT: Accepted [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4074** A Resolution Approving the Purchase of Four (4) 2024 Dodge Durango Sport Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Purchase and Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin in an Amount Not-to-Exceed \$213,234
 Chief Pryor discussed the proposed purchase of four new squad cars.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

- b. **RESOLUTION 4075** A Resolution Amending Resolution #4065 to Change the Model Year of the Squad Purchase Order from 2024 to 2025
 Chief Pryor discussed the proposed amendment, changing the model year of the squad cars purchased.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Mayr

AYES: Bach, Mayr, Tolocko

4) Discussion

- b. A discussion about the Administrative Window Service hours at the Public Safety Building.
 Chief Prior discussed the possibility of altering the hours of the lobby being staffed by an administrative specialist. Committee members were supportive of the adjustments discussed as the need is/continues to be determined by the department. Alderman Mayr suggested using the weekly bulletin to announce any changes in window hours.

5) Adjourn

- a. Motion to adjourn the meeting.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Tolocko

Attachment: 10-10-23 Minutes (8959 : October 10, 2023 Minutes)

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen

Attachment: 10-10-23 Minutes (8959 : October 10, 2023 Minutes)



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www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Public Safety Committee
FROM: Patrick Pryor, Chief of Police
DATE: October 30, 2023
SUBJECT: False Alarm Waiver Request 10608 N. Augusta Ct.

Background:

On 08/16/2023, at 2:24PM, Dispatch received a call from an alarm company advising of an alarm at 10608 N. Augusta Court. The alarm was reported to be coming from the “garage door.” Officers Shull and Vasos were dispatched to investigate the alarm. The officers arrived at the residence at 2:31PM.

The officers arrived at the residence and found the homeowner, Rahim Setoodeh, at the residence. Setoodeh stated he was just coming home when his garage door would not open. He stated he then used the side door of the residence when the alarm system timed out and the police were called.

This was the first alarm for the year, so no alarm fee invoice was sent.

On 09/03/2023, at 9:10PM, Dispatch received a call from an alarm company advising of an alarm at 10608 N. Augusta Court. The alarm was reported to be coming from the “kitchen alarm activation.” Officer Oemig and Sgt. Pearce were dispatched to investigate the alarm. The officers arrived at the residence at 9:16PM.

The officers arrived and checked the residence, it was found to be locked and secure. Officers spoke, via phone, with a Mr. Ghasemzadeh who was watching the home for the homeowner while the homeowner was out of town and explained that everything appeared to be in order. A contact memo was left at the residence for the homeowner.

On 09/07/2023, the notification of the second alarm was sent advising this was the second alarm in 2023 and the fee involved.

On 09/04/2023, at 1:11AM, Dispatch received a call from an alarm company advising of an alarm at 10608 N. Augusta Court. The alarm was reported to be coming from the “kitchen alarm activation.” Officers McCanna and Kranz were dispatched to investigate the alarm. The officers arrived at the residence at 1:18AM.

The officers arrived and checked the residence, it was found to be locked and secure. The officers noted they were informed of a previous alarm the day before, only a few hours due to the time of day, and left an additional contact memo.

This would have been the 3rd alarm, however due to the timeframe between the two alarms even though they were two separate days, the alarm was not counted.

On 09/07/2023, at 5:21AM, Dispatch received a call from an alarm company advising of an alarm at 10608 N. Augusta Court. The alarm was reported to be coming from “sunroom audio,

basement rec room.” Officers McCanna and Hipps were dispatched to investigate the alarm. The officers arrived at the residence at 5:26AM.

The officers arrived and checked the residence, it was found to be locked and secure. Officers spoke, via phone, with a Mr. Ghasemzadeh who was watching the home for the homeowner and advised him the residence was secure.

This was listed as the 4th alarm but counted as the 3rd alarm and an invoice was sent.

The homeowner contacted the department and requested the alarm fees be waived. A copy of this request is attached to this memo.

Analysis:

Mequon City Ordinance Section 26-42 defines an ‘Alarm System’ as any mechanical or electrical equipment designed to signal the occurrence of a fire, burglary or robbery or other crime or emergency, requiring immediate fire or police department notification, including local alarms which are audible or visible upon the exterior of a structure.

It further defines a ‘False Alarm’ as an alarm notification summoning the fire or police department to the location of an activation, when the responding personnel find no evidence of a crime, an emergency or fire. ‘False alarm’ does not include alarms caused by tornadoes or other acts of nature. In 2022, the Police Department responded to 468 False Alarms. 20 of those False Alarms were weather related.

Ordinance Section 26-44 establishes a fee for answering alarms. A false alarm requires a response from public safety personnel, creating unnecessary expense to the city, risk of injury to persons or damage to property, and a public nuisance. Any person, business, corporation, or other entity having an alarm system in accordance with this section shall pay to the City of Mequon a fee for false alarms responded to by the police department or the fire department. The fees shall be established from time to time by the Common Council. The Common Council may exempt one or more false alarms in a calendar year from the fee and may provide for increasing fees per occurrence for multiple false alarms in a calendar year.

The current fee schedule established and approved by Common Council is as follows:

First Alarm -No Fee
 Second Alarm -\$200.00
 Third Alarm -\$300.00
 Forth and Subsequent Alarms -\$400.00

Fiscal Impact:

Second False Alarm Fee \$200.00
 Third False Alarm Fee \$300.00
 Total Fees \$500.00

Recommendation:

There was no indication on the alarms that they were not false alarms. Staff therefore recommends denying the waiver request.

Attachments:

Waiver Request 10608 N Augusta Ct(PDF)

From: r s <setooder@yahoo.com>
Sent: Wednesday, October 25, 2023 2:04 PM
To: Melina Bowen <MBowen@ci.mequon.wi.us>
Subject: Public Safety Committee-Alarm fee waiver

Dear Ms. Melina Bowen,

Thank you for speaking with me last week regarding the alarms that had gone off in our house at 10608 N. Augusta Ct., Mequon, WI 53092 during our summer vacation overseas from August 23 to October 8, 2023.

Before we left for vacation, I provided both the Alarm Company and the Mequon Police Department with the information about the duration of our vacation, the location of spare key and access code to our place and contact information of a friend who could act on our behalf while we were out of the country.

We never had home security system up until recently. It was unfortunate that, due to my unfamiliarity with the system, I made a mistake when I first tried to test our newly activated home security system and the alarm went off for the first time, I think, in early August.

As we prepared for our vacation in late August, we made sure all the doors and windows were securely locked. We even removed the clocks with moving parts from the living areas and locked them in closets. We did not have any pets, nor did we have anyone staying in our house while we were gone. In short and in the best of our knowledge, we did everything to avoid any false alarms. Under such circumstances we cannot think of any reasons other than natural causes (such as birds flying into the windows, strong winds, etc.) that could have possibly triggered the security system to cause false alarms in our house in September.

My family and I respect the Mequon Police Department and its policies and procedures very highly and know that the high level of safety and security that we enjoy in our community is the result of hard and diligent work of all members of this Department. As for the alarm fee, I request the Public Safety Committee to reconsider the fact that the situation had been well beyond our control despite taking every possible precautionary step to avoid any false alarms in advance. In this regard, I would like to request the Public Safety Committee to waive the alarm fee. I am more than happy to present the case before the Committee and provide more information and/or answer any questions if needed.

I look forward to hearing from you and thank you in advance for your time, advice, and assistance.

Respectfully,

Rahim Setoodeh

Attachment: Waiver Request 10608 N Augusta Ct (8925 : False Alarm Waiver Request 10608 N. Augusta Ct.)



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Office of Southern Ozaukee Fire & EMS Department

TO: Public Safety Committee
FROM: David Bialk, Fire Chief
DATE: November 14, 2023
SUBJECT: RESOLUTION 4079 A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year

Background

When the City of Mequon and the Village of Thiensville were considering merging fire departments, besides the operational efficiencies that could be recognized, there was the ability to exceed the State of Wisconsin's currently imposed levy limit, which is equal to a municipality's annual growth in net new construction. According to Wisconsin Statute 66.0602, this allows a combined fire department to raise its levy by the Consumer Price Index plus 2%, within the levy-funded portion of its budget.

Analysis

For a merged fire department to take advantage of the CPI + 2% the Statute requires each community approve a resolution authorizing the department to do so. Using the formula in the statute would have allowed for a 7.25% increase in the Southern Ozaukee Fire & EMS Department's budget for next year. As proposed, the levy-funded portion of the 2024 budget for the Southern Ozaukee Fire & EMS Department calls for a 4.3% increase.

Fiscal Impact

The fiscal impact of a 4.3% adjustment amounts to a \$58,449 increase from 2023.

Recommendation

On October 9, 2023, the Appropriations Committee unanimously approved a recommendation in favor of adopting the proposed City of Mequon Fiscal Year 2024 budget by a vote of 8-0. A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4079

A Resolution Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute § 66.0602(3)(h) for the 2024 Fiscal Year

RECITALS

A. The Wisconsin Legislature has established certain levy limits applicable to municipal taxing authorities under Wis. Stat. § 66.0602.

B. The Village of Thiensville is a participating member of the Southern Ozaukee Fire & Emergency Medical Services Agreement (the “Agreement”).

C. Pursuant to the Agreement the Board of the Southern Ozaukee Fire & Emergency Medical Services Department (“SOFD”) has adopted a budget for the Department’s 2024 fiscal year.

D. Based upon the approved budget, and pursuant to the Agreement, Thiensville’s expected contribution will require it to exceed the applicable levy limit.

E. Wis. Stat. § 66.0602(3)(h) provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the applicable levy limit.

F. This exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31 of the year of the levy, plus 2%.

G. This exception to the levy limit further only applies if the governing body of each city and village served by the Southern Ozaukee Fire & Emergency Medical Services Department adopts a resolution in favor of exceeding such levy limit as may be applicable.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the City is in favor of exceeding the levy limit described and imposed by Wis. Stat. § 66.0602 for a levy for charges assessed by the joint fire department, but only to the extent as authorized by Wis. Stat. § 66.0602(3)(h)2.a.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk



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Mequon, WI 53092
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Office of Southern Ozaukee Fire & EMS Department

TO: Public Safety Committee
FROM: David Bialk, Fire Chief
DATE: November 14, 2023
**SUBJECT: RESOLUTION 4080 A Resolution Approving the Fiscal Year 2024
Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency
Medical Services Department**

Background

The 2024 Southern Ozaukee Fire and Emergency Medical Services (SOFD) budget was recommended for approval at the October 9, 2023, meeting of the City's Appropriations Committee. The 2024 budget relies significantly on revenues from ambulance transports, fire inspection fees and other non-tax levy revenues totaling over 50% of the budget. With the merger of the Mequon and Thiensville Fire Department's into the SOFD, this budget will be administered separately from the two municipalities' general operating and capital budgets.

Analysis

The 2024 SOFD budget (Exhibit A) is comprised of two parts: property taxes and user fees/revenues. The property tax portion of the budget amounts to \$1,790,504 split between the two communities: 84.43% for Mequon and 15.57% for Thiensville, per the Inter-governmental Agreement (IGA). The user fees/revenues side of the budget makes up the other \$2,113,569 or 54.1% of the budget. The 2024 budget allows for the hiring of one additional full-time firefighter/paramedic, accounts for fleet maintenance services currently provided by the City and establishes a \$200,000 reserve balance. The IGA specifies that each governing board must formally approve SOFD's annual budget by November 15 of the preceding fiscal year.

Fiscal Impact

The proposed FY2024 SOFD budget for Mequon and Thiensville breaks out as shown:

Operating Revenue	\$ 1,983,284	
Total Expenditures	\$ 3,773,788	
Net Operations	\$ (1,790,504)	
84.43%	\$ (1,511,722)	Mequon Levy Contribution
15.57%	\$ (278,781)	Thiensville Levy Contribution

Recommendation

The recommended FY2024 budget was approved by the SOFD Board of Directors on September 13 and the City's Appropriations Committee on October 9, 2023. A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

Attachments:
FY2024 SOFD Budget (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4080

A Resolution Approving the Fiscal Year 2024 Operating and Capital Budgets for the Southern Ozaukee Fire & Emergency Medical Services Department

RECITALS

A. The City of Mequon and the Village of Thiensville entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement (the “Agreement”), an Intergovernmental Agreement (IGA) that provides for the creation and operation of the Southern Ozaukee Fire & Emergency Medical Services Department (“SOFD”).

B. The Agreement requires that the operating and capital budgets of the SOFD be approved by the governing bodies of the City and Village by November 15 of each year.

C. The SOFD Board of Directors has prepared, approved, and recommended the annual operating and capital budgets for Fiscal Year 2024.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the SOFD operating and capital budgets for the 2024 Fiscal Year, as recommended by the SOFD Board of Directors, the City’s Appropriations Committee and the Public Safety Committee, are approved.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Southern Ozaukee Fire & EMS
 2024 Budget
 All Funds
 Summary of Revenues & Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2024 Budget
Intergovernmental Charges for Services		
City of Mequon	\$ 1,344,172	1,401,723
Village of Thiensville	247,883	258,496
City of Mequon Capital Allocation	118,202	110,000
Village of Thiensville Capital Allocation	21,798	20,285
Total Intergovernmental Charges for Services	\$ 1,732,055	\$ 1,790,504
Non-Property Tax Revenue:		
Intergovernmental Revenue	\$ 538,085	\$ 630,238
Regulation & Compliance	72,085	96,360
Public Charges for Services	1,244,998	1,374,971
Total Non-Property Tax Revenue:	\$ 1,855,168	\$ 2,113,569
Total Revenue	\$ 3,587,223	\$ 3,904,073

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2024 Budget
Salaries & Wages	\$ 2,144,950	\$ 2,389,995
Fringe Benefits	615,338	548,104
Personnel Services	91,246	91,983
Contractual Services	111,525	131,248
Commodities	107,365	114,826
Equipment Maintenance	105,113	178,596
Property & Liability Insurance	103,080	119,036
Unclassified - Transfers	168,606	200,000
Capital Projects Fund	140,000	130,285
Total Expenditures	\$ 3,587,223	\$ 3,904,073
Beginning Fund Balance		\$ 197,552
Annual Income / (Loss)		-
Ending Fund Balance		\$ 197,552

Southern Ozaukee Fire EMS
 2024 Budget
 General Fund
 Summary of Revenues and Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Intergovernmental Charges for Services				
City of Mequon	\$ 1,344,172	\$ 1,014,281	\$ 1,344,172	1,401,723
Village of Thiensville	247,883	185,912	247,883	258,496
Total Intergovernmental Charges for Services	<u>\$ 1,592,055</u>	<u>\$ 1,200,193</u>	<u>\$ 1,592,055</u>	<u>\$ 1,660,219</u>
Non-Property Tax Revenue:				
Intergovernmental Revenue	\$ 538,085	\$ 307,936	\$ 621,174	\$ 630,238
Regulation & Compliance	72,085	8,965	107,738	96,360
Public Charges for Services	1,244,998	170,004	1,130,000	1,374,971
Commercial Revenues	-	-	-	12,000
Miscellaneous Revenues	-	100,695	100,695	-
Total Non-Property Tax Revenue:	<u>\$ 1,855,168</u>	<u>\$ 587,600</u>	<u>\$ 1,959,607</u>	<u>\$ 2,113,569</u>
Total Revenue	<u>\$ 3,447,223</u>	<u>\$ 1,787,793</u>	<u>\$ 3,551,662</u>	<u>\$ 3,773,788</u>

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Salaries & Wages	\$ 2,144,950	\$ 1,108,106	\$ 2,115,275	\$ 2,389,995
Fringe Benefits	615,338	297,493	522,010	548,104
Personnel Services	91,246	17,286	88,097	91,983
Contractual Services	111,525	46,722	152,545	131,248
Commodities	107,365	64,291	116,582	114,826
Equipment Maintenance	105,113	52,244	125,978	178,596
Property & Liability Insurance	103,080	90,399	132,928	119,036
Unclassified - Transfers	168,606	-	100,695	200,000
Total General Fund Expenditures	<u>\$ 3,447,223</u>	<u>\$ 1,676,541</u>	<u>\$ 3,354,110</u>	<u>\$ 3,773,788</u>

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Revenues

		8/31/2023			SOFD 2024 Budget	Budget % Change
Account Name		SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected		
Intergovernmental Charges for Services						
43210	City of Mequon	\$ 1,344,172	\$1,014,281	\$ 1,344,172	\$ 1,401,723	4.28%
43220	Village of Thiensville	247,883	185,912	247,883	258,496	4.28%
Total Intergovernmental Charges for Services		1,592,055	1,200,193	1,592,055	1,660,219	4.28%
Intergovernmental Revenue						
Cedarburg Overwatch Program		-	73,000	73,000	67,000	100.00%
Grants & Aids						
44530	ARPA Local Recovery Funds	300,000	-	300,000	300,000	0.00%
44510	Fire Insurance Dues (2%)	224,847	234,936	234,936	250,000	11.19%
44520	EMS Funding Assistance Program	13,238	-	13,238	13,238	0.00%
Total Intergovernmental Revenues		538,085	307,936	621,174	630,238	17.13%

		SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Account Name						
Regulation & Compliance						
Permits						
40100	Burn Permits	\$ 15,725	\$ 7,720	\$ 10,000	\$ 10,000	-36.41%
40300	Fire Fees (plan review, sprinkler, hydro testing)	7,122	1,200	3,500	7,122	0.00%
40500	Fire Inspections	30,000	-	75,000	60,000	100.00%
40400	Other Fire Prevention Fees	8,000	45	8,000	8,000	0.00%
Total Permits		60,847	8,965	96,500	85,122	39.90%
Other						
40900	Accident Fees	\$ 8,538	\$ -	\$ 8,538	\$ 8,538	0.00%
40800	False Alarms	2,700	-	2,700	2,700	0.00%
Total Other		11,238	-	11,238	11,238	0.00%
Total Regulation & Compliance		72,085	8,965	107,738	96,360	33.68%

		SOFD 2023	SOFD 2023	SOFD 2023	SOFD 2024	Budget
Account Name		Budget	YTD	Projected	Budget	% Change
Public Charges for Services						
Protection-Persons & Property						
40700	Ambulance Revenue	\$ 1,207,498	\$ 150,304	\$ 1,100,000	\$ 1,354,971	12.21%
43310	Paramedic Intercept (Cedarburg)	37,500	19,700	30,000	20,000	-46.67%
Total Protection-Persons & Property		1,244,998	170,004	1,130,000	1,374,971	10.44%
Total Public Charges for Services		1,244,998	170,004	1,130,000	1,374,971	10.44%

Southern Ozaukee Fire EMS
 2024 Budget
 General Fund
 Detailed Revenues (continued)

Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2023 Budget	Budget % Change
Commercial Revenues					
Interest Income					
###-###-###-### Investment Interest	-	-	-	12,000	100.00%
Total Interest Income	-	-	-	12,000	100.00%
Total Commercial Revenues	-	-	-	12,000	100.00%
Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2023 Budget	Budget % Change
Miscellaneous Revenue					
Other Income					
###-###-###-### Fund Balance Applied	\$ -	\$ -	\$ -	\$ -	0.00%
###-###-###-### Other Income	-	100,695	100,695	-	0.00%
Total Miscellaneous Revenue	-	100,695	100,695	-	0.00%
Total General Fund Revenue	\$ 3,447,223	\$ 1,787,793	\$ 3,551,662	\$ 3,773,788	9.47%

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Expenditures

**Protection Property & Persons
Fire & EMS**

		8/31/2023			SOFD 2024 Budget	Budget % Change
Account Name		SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected		
Personnel						
670101	Salaries	\$ 1,481,762	\$ 561,567	\$ 1,150,000	\$ 1,414,057	-4.57%
670173	Paramedic POC	297,000	253,465	434,511	157,034	-47.13%
670150	EMS Responder	105,600	149,064	255,538	437,903	314.68%
670151	Fire Call Pay	102,400	90,840	155,726	105,472	3.00%
670171	First Responder On Call Pay	38,688	-	-	156,029	303.30%
670162	Training Pay	100,000	49,782	100,000	100,000	0.00%
670161	Vehicle Checks	19,500	3,388	19,500	19,500	0.00%
Total Salaries and Wages		2,144,950	1,108,106	2,115,275	2,389,995	11.42%
Account Name		SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Fringe Benefits						
673101	FICA	164,089	126,235	216,403	183,982	12.12%
673201	Health/Dental Insurance	238,711	66,719	125,000	149,913	-37.20%
673203	Life Insurance/Disability Insurance	5,389	354	607	2,253	-58.19%
637102	Wisconsin Retirement	207,149	104,185	180,000	211,956	2.32%
Total Fringe Benefits		615,338	297,493	522,010	548,104	-10.93%
Account Name		SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Personnel Services						
54100	Dues & Subscriptions	\$ 5,050	\$ 395	\$ 677	\$ 5,050	0.00%
54200	Meetings & Conferences	1,000	1,342	2,301	2,300	130.00%
54300	Training	36,000	9,883	36,000	35,000	-2.78%
54400	Uniforms	35,451	684	35,451	35,451	0.00%
54600	Preemployment Examinations	7,745	1,871	7,745	7,745	0.00%
54700	Recruitment	4,500	2,580	4,423	4,937	9.71%
54500	Books and Periodicals	1,500	531	1,500	1,500	0.00%
Total Personnel Services		91,246	17,286	88,097	91,983	0.81%
Contractual Services						
51500	Legal Services	\$ 14,000	\$ 12,703	\$ 21,777	\$ 14,000	0.00%
51550	Financial Services	7,100	495	849	7,100	0.00%
51600	IT Services	17,975	28,278	48,477	24,000	33.52%
51650	Billing Services	72,450	-	72,450	81,298	12.21%
51700	Advertising	-	5,246	8,993	4,850	100.00%
Total Contractual Services		111,525	46,722	152,545	131,248	17.69%

Southern Ozaukee Fire EMS
 2024 Budget
 General Fund
 Detailed Expenditures (continued)

Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Commodities					
55100 Office Supplies	\$ 1,650	\$ 321	\$ 1,650	\$ 1,650	0.00%
55200 Telecommunications	12,535	5,505	12,535	12,535	0.00%
55300 Printing/Copy Machine Supplies	3,280	588	3,280	3,280	0.00%
55400 Postage	400	292	400	501	25.25%
55500 Miscellaneous	-	452	775	-	0.00%
55700 Work Supplies	89,500	57,133	97,942	96,860	8.22%
Total Commodities	107,365	64,291	116,582	114,826	6.95%
Total Fire & EMS	3,070,424	1,533,898	2,994,509	3,276,156	6.70%

**Protection Property & Persons
 Equipment Maintenance**

Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
56000 Maintenance					
###-###-###-### Equipment Repairs/Small Tools	\$ 40,000	\$ 8,318	\$ 40,000	\$ 40,000	0.00%
###-###-###-### Truck/Vehicle Parts & Supplies	40,000	21,610	40,000	40,000	0.00%
###-###-###-### Radio Maintenance	4,000	-	4,000	4,000	0.00%
###-###-###-### Hoses	2,500	-	2,500	2,500	0.00%
###-###-###-### Vehicle Maintenance Labor (DPW)	-	-	-	52,618	100.00%
###-###-###-### Fuel	16,813	21,406	37,678	37,678	124.10%
###-###-###-### Building Maintenance	1,800	910	1,800	1,800	0.00%
Total Maintenance	105,113	52,244	125,978	178,596	69.91%
Total Equipment Maintenance	105,113	52,244	125,978	178,596	69.91%

Southern Ozaukee Fire EMS
2024 Budget
General Fund
Detailed Expenditures (continued)

**Protection Property & Persons
Property & Liability Insurance**

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Insurance					
57100	General Liability Insurance	\$ 33,051	\$ 27,784	\$ 55,570	\$ 33,051	0.00%
57400	Property Insurance	1,000	511	511	511	-48.90%
57200	Vehicle Insurance	20,765	13,893	13,893	20,765	0.00%
57300	Workers Compensation Insurance	46,224	44,237	58,980	58,982	27.60%
###-###-#-###	Cyber Crime Insurance	-	-	-	1,754	100.00%
###-###-#-###	Accident	-	3,189	3,189	3,188	100.00%
###-###-#-###	Crime		785	785	785	100.00%
57500	EAP	2,040	-	-	-	-100.00%
	Total Insurance	103,080	90,399	132,928	119,036	15.48%
	Total Property & Liability Insurance	103,080	90,399	132,928	119,036	15.48%

**Protection Property & Persons
Unclassified**

	Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
	Unclassified					
###-###-#-###	Transfers to Other Funds	\$ -		\$ 100,695	\$ -	0.00%
###-###-#-###	Contingency	168,606	-	-	200,000	18.62%
	Total Unclassified	168,606	-	100,695	200,000	18.62%
	Total General Fund Expenditures	\$3,447,223	\$1,676,541	\$3,354,110	\$3,773,788	9.47%

Southern Ozaukee Fire EMS
 2024 Budget
 Capital Projects Fund
 Summary of Revenues and Expenditures

Summary of Revenues

Source	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Intergovernmental Charges for Services				
City of Mequon Capital Allocation	118,202	-	-	110,000
Village of Thiensville Capital Allocation	21,798	-	-	20,285
Total Intergovernmental Charges for Services	140,000	-	-	130,285
Other Financing Sources	-	-	100,695	-
Total Revenue	\$ 140,000	\$ -	\$ 100,695	\$ 130,285

Summary of Expenditures

Department	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget
Fire Department	-	-	-	-
Unclassified	140,000	-	-	130,285
Total Capital Equipment Expenditures	\$ 140,000	\$ -	\$ -	\$ 130,285
Beginning Fund Balance				\$ 240,695
Annual Income / (Loss)				-
Ending Fund Balance				\$ 240,695

Attachment: FY2024 SOFD Budget (RESOLUTION 4080 : A Resolution Approving the FY2024 Southern Ozaukee Fire and Emergency Medical

Southern Ozaukee Fire EMS
 2024 Budget
 Capital Projects Fund
 Detailed Revenues

Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Intergovernmental Charges for Services					
###-###-### City of Mequon Capital Allocation	\$ 118,202	\$ -	\$ -	\$ 110,000	-6.94%
###-###-### Village of Thiensville Capital Allocation	21,798	21,798	21,798	20,285	-6.94%
Total Intergovernmental Charges for Services	140,000	21,798	21,798	130,285	-6.94%
Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Other Financing Sources					
###-###-### Sale of Property	\$ -	\$ -	\$ -	\$ -	0.00%
###-###-### Sale of Vehicles	-	-	-	-	0.00%
###-###-### Sale of Equipment	-	-	-	-	0.00%
###-###-### Transfer from Other Funds	-	-	100,695	-	0.00%
Total Other Financing Sources	-	-	100,695	-	0.00%
Total Capital Projects Revenue	\$ 140,000	\$ 21,798	\$ 122,493	\$ 130,285	-6.94%

Southern Ozaukee Fire EMS
2024 Budget
Capital Projects Fund
Detailed Expenditures

Account Name	SOFD 2023 Budget	SOFD 2023 YTD	SOFD 2023 Projected	SOFD 2024 Budget	Budget % Change
Fire Department					
###-###-###-### Office Equipment	\$ -	\$ -	\$ -	\$ -	0
###-###-###-### Vehicles	-	-	-	-	0.00%
###-###-###-### Equipment	-	-	-	-	0.00%
###-###-###-### Radios	-	-	-	-	0.00%
###-###-###-### Fire Apparatus	-	-	-	-	0.00%
###-###-###-### Other	-	-	-	-	0.00%
Total Fire Department - Capital	-	-	-	-	0.00%
Unclassified					
###-###-###-### Contingency	140,000	-	-	130,285	-6.94%
Total Unclassified - Capital	140,000	-	-	130,285	-6.94%
Other Financing Uses					
###-###-###-### Transfer to Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
Total Other Financing Uses	-	-	-	-	0.00%
Total Capital Fund Expenditures	\$ 140,000	\$ -	\$ -	\$ 130,285	-6.94%



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7650

www.ci.mequon.wi.us

Office of Police

TO: Public Safety Committee
FROM: Patrick Pryor, Chief of Police
DATE: October 27, 2023
SUBJECT: RESOLUTION 4092 A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of \$101,300, for the Period January 1, 2024 - December 31, 2028

Background:

The Flock Camera System automated license plate readers (ALPRs) have proven to be an invaluable tool for law enforcement agencies and other organizations in enhancing public safety and aiding in investigations. ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier for agencies with limited budgets.

The Flock Safety Falcon camera is a solar-powered, motion-activated and infrastructure free camera. The camera captures the make, vehicle type, color, license plate (full, partial, or missing), the state of the license plate, and unique features of a vehicle, including damage or after-market alterations. Flock Safety technology is purpose-built to remove human bias. The cameras are engineered to capture vehicle characteristics and license plates, not driver characteristics.

Analysis:

Flock Safety has been identified as a reputable company that meets the requirements of the Mequon Police Department. The proposed contract includes the following key details.

The contract will be valid for a period of five years, starting from January 1, 2024, and ending on December 31, 2028. The total cost of the contract is \$101,300, which includes the purchase, installation, and maintenance of the camera systems. The cost breakdown is provided in the attached document from Flock Safety. This breakdown includes a cost of \$2,500 per camera, per year for the next five years, and a \$1,300 installation charge for two additional cameras approved at the City of Mequon Appropriations Committee meeting in October 2023. The annual cost for these eight cameras is \$20,000. This annual cost has been included in the City budget recommended by the Appropriations Committee.

The vendor will provide on-going training to Department personnel on the operation and maintenance of the ALPR systems. Additionally, they will offer technical support throughout the contract period.

Fiscal Impact:

The total fiscal impact of this 5-year contract is \$101,300. This amount includes eight (8) Flock cameras at a cost of \$2,500 per camera, per year, and a one-time \$1,300 installation charge for the two additional cameras being added in 2024.

Recommendation:

A recommendation is forthcoming from the Public Safety Committee on November 14, 2023.

Attachments:

WI - Mequon PD - Law Enforcement Flock Agreement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4092

A Resolution Approving an Agreement for the Deployment of Eight (8) Automated License Plate Reader Cameras with Flock Safety of Atlanta, Georgia in the Amount of \$101,300, for the Period January 1, 2024 - December 31, 2028

RECITALS

A. The City of Mequon Police Department provides 24-hour police services 365 days per year.

B. Staff received a five-year contract proposal from Flock Safety in the amount of \$101,300 for Flock Safety Automated License Plate Reader Cameras.

C. This contract provides for Eight (8) Flock ALPR cameras at a cost of \$2,500 per camera, per year for five years, with an additional one-time cost of \$1,300 for the installation costs of two new cameras to add to the existing 6 cameras already installed.

D. Staff recommends approval of this agreement, as it has been reviewed by the City Attorney and funds have been added to the FY2024 budget by the Appropriations Committee.

E. Funds are available for this contract in the Police Department's Contract Services Budget.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The agreement for automatic license plate reading cameras and software between the City of Mequon and Flock Safety in the amount of \$101,300 is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: November 14, 2023

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on November 14, 2023.

Caroline Fochs, City Clerk

Flock Safety + WI - Mequon PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Melissa Lee
melissa.lee@flocksafety.com
3144483862

flock safety



EXHIBIT A ORDER FORM

Customer: WI - Mequon PD
 Legal Entity Name: WI - Mequon PD
 Accounts Payable Email: ppryor@ci.mequon.wi.us
 Address: 11300 N Buntrock Ave Mequon, Wisconsin
 53092

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency:
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$20,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon [®]	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Subtotal Year 1:			\$21,300.00
Annual Recurring Subtotal:			\$20,000.00
Discounts:			\$20,000.00
Estimated Tax:			\$0.00
Contract Total:			\$101,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal 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.

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$20,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

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

FLOCK GROUP, INC.

Customer: WI - Mequon PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Attachment: WI - Mequon PD - Law Enforcement Flock Agreement (RESOLUTION 4092 : A Resolution to Approve a Five-Year Contract with

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 12 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all

prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 less than commercially reasonable precautions, 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. 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 it prior to receipt from the

Disclosing Party; or (c) was rightfully disclosed to it 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 judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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 the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, 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 comply with a legal process, enforce this

Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal 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.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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 (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **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. 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.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 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 ONLY

APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY,

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will

collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“**Deployment Plan**”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“**Customer Obligations**”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 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.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer 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 Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

11.12 **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 Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



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www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Public Safety Committee
FROM: Patrick Pryor, Chief of Police
DATE: October 27, 2023
SUBJECT: A Discussion on Policy Guidelines for the Implementation of Radar Speed Signs to assist with Citizen Complaints of Speeding Vehicles.

Background:

Alderman Mayr has proposed the inclusion of funds in the budget for the acquisition of "Speed Radar Detector Signs." These signs would be temporarily installed in areas where residents have expressed concerns about speeding vehicles. The Mequon Appropriations Committee, at their October 2023 meeting, has agreed with this suggestion and has decided to allocate funds for this purpose. Additionally, the committee has suggested that the Public Safety Committee should develop policy guidelines for the implementation and usage of these signs.

Analysis:

Making a Request for Speed Sign Placement:

A PDF fillable "speed sign request" form would be available on the City/Police Department website. The form would include the name, address, and contact information of the requester (no phone or anonymous requests) and location of the speeding concern (indicating specific direction of travel). Wording should be included that the placement will be made in relation to the requester's address. Once completed, the speed sign request form would be emailed by the requester to responsible PD representative (Sgt. Schiller and Sgt. Heinen).

Received Request:

PD representative would receive the request and survey the requested location. Upon identification of a suitable location, it should be marked (flag or other item) so that it can be readily identified by DPW (for exact placement). Once the site is marked, notification for placement would be made to DPW by email. Movement of the speed signs would be coordinated with DPW, so that all signs would be moved on one day (to limit time impact to DPW and aid in scheduling). If a speed sign does not have a specific request location, the PD representative would be responsible for selecting a suitable location that would meet community/department needs/interests (to ensure all signs are deployed). The PD representative would respond to the requester, providing the anticipated deployment date.

All speed signs should be rotated and deployed continuously/simultaneously.

DPW:

DPW representative would place the speed sign in the location/direction as identified by the PD representative. Placement details would be sent by email from the PD representative to the DPW representative.

Speed Sign Terms:

Requests must be assessed in terms of placement safety and community needs.

Requests must be reviewed in relation to placement and the requester, ensuring the requester is connected (by address) to the location where the speed sign is being placed. Requests should identify a location related/in proximity to the requester to prevent a request being made to have the speed sign placed to intimidate, harass, or target a specific driver, neighborhood, or location.

Placement would be granted for 30 days (with extension up to 60 days, if a speed sign is available and with the approval of the PD representative).

Placement is weather dependent (no placements from December 1 through March 31, or when conditions warrant).

The PD representative reserves the right to deny any request and must make notification to the Police Chief and requester of the denial.

Analysis (for purchase):

The Stalker (quote #2078350) would be the preferred option (it is approximately \$476 more than the Kustom). Stalker is the same brand as our current speed trailer, and it appears that the data download/evaluation system and software is the same (reducing learning time and support operations). Additionally, the Stalker unit allows for various message displays, providing the potential for greater safety use (such as placing them on Highland Road, near Rotary Park, during special events). Lastly, the Stalker is a slightly larger unit (15" compared to the 12" Kustom unit), allowing for greater visibility and impact.

An alternative use of some of the funds could be to purchase newer radar systems for the patrol squads, rather than solely investing in speed signs. Currently, only one squad has a mounted radar unit, while the others rely on handheld units. By equipping more squads with the latest radar technology, the department can enhance speed enforcement capabilities, improving accuracy and efficiency in monitoring and enforcing speed limits. With an estimated cost of \$3,600 per squad, reallocating some of the funds towards this purpose would ensure that more patrol units have access to advanced speed enforcement tools, ultimately enhancing traffic safety in the community.