

**Sylvania City Council**

September 5, 2023

**7:30 p.m. Council Meeting**

**Agenda**

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Mr. Haynam.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from August 21, 2023.
5. Proposed Ordinance No. 74-2023, Authorizing the Mayor and Director of Finance to accept the proposal of SmithGroup to update the City of Sylvania Zoning Code.
6. Proposed Ordinance No. 75-2023, Authorizing the Mayor and Director of Finance to enter into an agreement with the City of Toledo concerning police academy training.
7. Letter from Chief Miller asking for Council's approval on the Flock Safety agreement (Council referral to committee).
8. Committee reports.
9. Committee referrals.

**INFORMATION**

None

Minutes of the Meeting of Council  
August 21, 2023

The Council of the City of Sylvania, Ohio met in regular session on August 21, 2023 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam, Brian McCann, Patrick Richardson, Mary Westphal, Lyndsey Stough; (7) present; (0) absent.

Roll call:  
7 present.

Pledge of Allegiance to the United States of America led by Mr. Hansen.

Pledge of Allegiance.

Mayor Stough stated that Council will now consider agenda item 3.

The following item has been added to the agenda:

Item # 6. Proposed Ordinance No. 73-2023, Granting an amendment to the existing special use permit to construct outdoor classroom wood shelters for the Toledo Islamic Academy at 5225 W. Alexis Road, Sylvania, Ohio.

Mr. Frye moved, Mr. Haynam seconded to approve the agenda as amended; roll call vote being: Stough, Frye, Haynam, Hansen, McCann, Richardson, Westphal; (7) yeas; (0) nays. The motion carried.

Agenda approval.

Mayor Stough stated that Council will now consider agenda item 4.

Mr. Frye presented the July 17, 2023 meeting minutes. Mr. Frye moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of July 17, 2023 be approved; roll call vote being: Hansen, Haynam, McCann, Richardson, Westphal, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Approval of the July 17, 2023 meeting minutes.

Mayor Stough stated that Council will now consider agenda item 5.

Chief Danilynn Miller introduced three new police officers; Ryan Stager, Corey Wright and Erik Reichmanis.

Introduction of 3 new City Police Officers.

Mayor Stough stated that Council will now consider agenda item 6.

Mr. Frye reported on the Public Hearing held this date on SUP 1-2023, Toledo Islamic Academy construction of outdoor classroom wood shelters. Three individuals attended the public hearing; two residents and Sam Muhsen from Buehrer Group. No objections to the special use permit were made.

Report on the Public Hearing held this date and Ordinance No. 73-2023, "...TIA wood shelters, SUP 1-2023"

Mr. Haynam presented and read aloud by title only, proposed Ordinance 73-2023, a written copy of same having been previously furnished to each member of Council "Granting an amendment to the existing special use permit to construct outdoor classroom wood shelters for the Toledo Islamic Academy at 5225 W. Alexis Road,

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Sylvania, Ohio, on the application of Ghaleb AbuAlhana, on the recommendation of the Municipal Planning Commission; and declaring an emergency.”; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance 73-2023 as an emergency measure; roll call vote being: McCann, Richardson, Hansen, Westphal, Haynam, Stough, Frye; (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 7.

Mr. Frye moved, Mr. Haynam seconded to enter into Executive Session for the purpose of discussion of possible litigation at 7:42 p.m.; roll call vote being: Hansen, Stough, Richardson, Westphal, McCann, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Executive Session: Possible Litigation.

Mr. Frye moved, Mr. Haynam seconded to return from Executive Session to General Session at 7:55 p.m.; roll call vote being: Stough, Hansen, Richardson, Westphal, McCann, Frye, Haynam, (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 8.

Service Director’s report on project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 67-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to approve Change Order No. 1 to this City’s agreement with Mosser Construction for the Monroe Street and Silica Drive Intersection Improvement and Silica drive Bridge Replacement Project to reflect the costs of railroad protective services; increasing the contract amount by \$52,052.20; appropriating funds therefore; and declaring an emergency.”; Mr. Richardson moved, Mr. McCann seconded for passage of Ordinance No. 67-2023 as an emergency measure; roll call vote being: Westphal, Hansen, Haynam, McCann, Richardson, Frye, Stough; (7) yeas; (0) nays. The motion carried.

Ordinance No. 67-2023, “...Approve Change Order No. 1...Mosser Construction... Monroe/Silica/Bridge...”

Mayor Stough stated that Council will now consider agenda item 9.

Service Director’s report on project was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 68-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to approve Change Order No. 1 (Final) to this City’s agreement with Bowers Asphalt and Paving, Inc. for the Tantallon Plat I & II Resurfacing Project to reflect the final installed quantities; increasing the contract amount by \$16,171.46;

Ordinance No. 68-2023, “...Approve Change Order No. 1 (Final)... Bowers Asphalt

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appropriating funds therefore; and declaring an emergency.”; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 68-2023 as an emergency measure; roll call vote being: Frye, Westphal, Hansen, Haynam, McCann, Richardson, Stough; (7) yeas; (0) nays. The motion carried.

...Tantallon Plat  
I & II  
Resurfacing  
Project...”

Mayor Stough stated that Council will now consider agenda item 10.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 69-2023, a written copy of same having been previously furnished to each member of Council “Ratifying the action of the administration in approving the banner application of Lourdes University; and declaring an emergency.”; Mr. Haynam moved, Mr. Hansen seconded for passage of Ordinance No. 69-2023 as an emergency measure; roll call vote being: Hansen, Haynam, McCann, Richardson, Frye, Stough, Westphal; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
69-2023,  
“Ratifying  
Action...Lourdes  
Banner  
Application...”

Mayor Stough stated that Council will now consider added agenda item 11.

Ms. Stough presented and read aloud by title only, proposed amended Ordinance No. 70-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Joint Driveway Access Easement with First Brookside, LLC on behalf of the City of Sylvania, Ohio; and declaring an emergency.”; Ms. Stough moved, Mr. Haynam seconded for passage of Ordinance No. 70-2023 as an emergency measure; roll call vote being: Westphal, Haynam, McCann, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
70-2023, “...  
Joint Driveway  
Access Easement  
with First  
Brookside,  
LLC...”

Mayor Stough stated that Council will now consider added agenda item 12.

Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 71-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a Patio Easement Agreement with First Brookside, LLC on behalf of the City of Sylvania, Ohio; and declaring an emergency.”; Mr. Richardson moved, Mrs. Westphal seconded for passage of Ordinance No. 71-2023 as an emergency measure; roll call vote being: Frye, Westphal, Haynam, McCann, Richardson, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No.  
71-2023, “...  
Patio Easement  
Agreement with  
First Brookside,  
LLC...”

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Mayor Stough stated that Council will now consider added agenda item 13.

Mr. Frye presented and read aloud by title only, proposed Ordinance No. 72-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a First Amendment to the amended and restated Development Agreement with First Brookside, LLC on behalf of the City of Sylvania, Ohio; and declaring an emergency.”; Mr. Frye moved, Mr. McCann seconded for passage of Ordinance No. 72-2023 as an emergency measure; roll call vote being: Westphal, Haynam, McCann, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Ordinance No. 72-2023, “... First Amendment to the amended... development agreement with First Brookside, LLC...”

Mayor Stough stated that Council will now consider added agenda item 14.

Service Director’s report requesting authorization to advertise for bids was placed on file. Mr. McCann moved, Mrs. Westphal seconded for authorization to advertise for bids on the Large Diameter Sanitary Sewer Lining Project (Phase 3) and South Main Street Sanitary Sewer Rehabilitation; roll call vote being: Haynam, McCann, Westphal, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Request to advertise for bids on Sanitary Sewer Projects.

Mayor Stough stated that Council will now consider added agenda item 15.

Mrs. Westphal presented and read aloud by title only, proposed Resolution No. 8-2023, a written copy of same having been previously furnished to each member of Council “Re-Appointing William D. Sanford to the Sylvania JEDD I Board of Directors for a term of four years; and declaring an emergency.”; Mrs. Westphal moved, Mr. Hansen seconded for passage of Resolution No. 8-2023 as an emergency measure; roll call vote being: Westphal, Haynam, McCann, Richardson, Frye, Stough, Hansen; (7) yeas; (0) nays. The motion carried.

Resolution No. 8-2023, “Re-Appointing William D. Sanford...JEDD I Board of Directors...”

Mayor Stough stated that Council will now consider added agenda item 16.

Mr. Hansen moved, Mr. Haynam seconded to approve three City vehicles (2009 Ford F250, 2003 F650 and 2000 Ford E350) to be offered for auction on GovDeals.com; roll call vote being: Richardson, Stough, Frye, Haynam, Hansen, Westphal, McCann; (7) yeas; (0) nays. The motion carried.

Authorize 3 City vehicles to auction on GoveDeals.com.

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Mayor Stough stated that Council will now consider added agenda item 17.

Mr. Haynam reported on the Zoning & Annexation Committee meeting held this date. Discussion was held to review the proposal from Michelle Johnson of SmithGroup regarding the City of Sylvania Downtown Zoning Code. Mr. Haynam moved, Mrs. Westphal seconded to direct the administration to prepare legislation accepting the SmithGroup proposal; roll call vote being: Stough, Haynam, Westphal, Frye, McCann, Richardson, Hansen; (7) yeas; (0) nays. The motion carried.

Zoning &  
Annexation  
Committee  
Meeting Report  
& order  
legislation.

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. Haynam seconded to adjourn at 8:45 p.m. Roll call vote being: Richardson, Westphal, Frye, Hansen, Stough, Haynam, McCann; (7) yeas; (0) nays.

Adjournment.

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Clerk of Council

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Mayor

**ORDINANCE NO.74-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT THE PROPOSAL OF SMITHGROUP TO UPDATE THE CITY OF SYLVANIA ZONING CODE; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$49,786; AND DECLARING AN EMERGENCY.**

WHEREAS, in 2020, Environmental Design Group prepared a downtown master plan and market analysis for the City of Sylvania; and,

WHEREAS, in order to reflect and support the vision of the master plan, SmithGroup has recommended that the City of Sylvania’s Downtown Zoning Code be reviewed and revised; and,

WHEREAS, the Economic Development Director has received a proposal from SmithGroup dated December 22, 2022 to review and revise the City’s downtown zoning code; and,

WHEREAS, the Zoning and Annexation Committee met on July 7, 2022 and August 21, 2023 to review the proposal and scope of the project and thereafter, at the Council meeting on August 21, 2023, ordered the Director of Law to prepare legislation accepting the proposal of SmithGroup to review and revise the City’s downtown zoning code in the amount of \$49,786; and,

WHEREAS, the proposal includes facilitating four client/stakeholder meetings, two developer interviews preparing a full draft of the zoning code for the Central Business District including design standards as well as attendance at the public hearing, planning commission meeting and council meeting where the proposed zoning code will be considered at a cost not to exceed Forty-Nine Thousand Seven Hundred Eighty-Six Dollars (\$49,786.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas

County, Ohio, \_\_\_\_\_ members elected thereto concurring:

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of SmithGroup on behalf of this City, thereby indicating such approval and acceptance of the proposal for the completion of a Sylvania Downtown Zoning Code.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby allocated from the \_\_\_\_\_ **FUND** from funds therein not heretofore allocated to **Account No.** \_\_\_\_\_, the amount of Forty-Nine Thousand Seven Hundred Eighty-Six Dollars (\$49,786.00).

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the proposal for said professional services should be approved immediately so that the updated downtown zoning code can be implemented at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings:           Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2023, as an emergency measure.

ATTEST: \_\_\_\_\_  
President of Council  
APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council  
APPROVED: \_\_\_\_\_  
Assistant Director of Law

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



6

**ORDINANCE NO. 75-2023**

**AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE  
TO ENTER INTO AN AGREEMENT WITH THE CITY OF TOLEDO;  
AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Sylvania Police Department (“Sylvania”) has several items of riot gear that it is no longer using: 35 Monadnock chest protectors; 35 pair Monadnock shin guards; 35 Monadnock groin protectors; 35 pair Monadnock forearm/elbow protectors; 12 Monadnock riot batons, 5 Monadnock 24 x 45 riot shields; 5 Monadnock 20 x 36 riot shields; 35 Galls gear bags; and 35 Professional MFT helmets; and,

WHEREAS, the Toledo Police Department is in need of additional riot gear for its officers; and,

WHEREAS, the City of Toledo (“Toledo”) operates a Police Academy to provide Ohio Peace Officer Training Certification to those individuals who wish to become a police officer but have not yet received their certification; and,

WHEREAS, in exchange for Sylvania providing the above-listed items of riot gear to Toledo, Toledo has agreed to permit Sylvania to send two individuals to its Police Academy.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, \_\_\_\_\_ members elected thereto concurring:

SECTION 1. That the Mayor and Director of Finance be, and they hereby are authorized to enter into an Agreement, on behalf of the City of Sylvania, a copy of which is attached hereto as “Exhibit A,” for the provision of the following riot gear equipment, which is hereby determined to be of no further use to the City of Sylvania:

1. 35 Monadnock chest protectors;
2. 35 pair Monadnock shin guards;
3. 35 Monadnock groin protectors;

4. 35 pair Monadnock forearm/elbow protectors;
5. 12 Monadnock riot batons;
6. 5 Monadnock 24 x 45 riot shields;
7. 5 Monadnock 20 x 36 riot shields;
8. 35 Galls gear bags;
9. 35 Professional MFT riot helmets.

The above-listed riot gear is provided in exchange for the City of Sylvania being permitted to send two individuals to the City of Toledo Police Academy in the future.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the Agreement should be approved at the earliest possible time, and therefore, this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency:                      Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Passed, \_\_\_\_\_, 2023, as an emergency measure.

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Director of Law

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## AGREEMENT

THIS AGREEMENT is effective this \_\_\_\_\_ day of, 2023, by and between the City of Sylvania ("Sylvania"), an Ohio municipal corporation, with offices located at 6730 Monroe Street, Sylvania, Ohio and the City of Toledo ("Toledo"), \_\_\_\_\_

WHEREAS, the Sylvania Police Department has several items of riot gear that it is no longer using - 35 Monadnock chest protectors, 35 pair Monadnock shin guards, 35 Monadnock groin protectors, 35 Monadnock forearm/elbow protectors, 12 Monadnock riot batons, 5 Monadnock 24 x 45 riot shields, 5 Monadnock 20 x 36 riot shields, 35 Galls gear bags, and 35 Professional MFT riot helmets; and,

WHEREAS, the Toledo Police Department is in need of additional riot gear for its officers; and,

WHEREAS, Toledo operates a Police Academy to provide Ohio Peace Officer Training Certification to those individuals who need the certification prior to becoming a police officer; and,

WHEREAS, from time to time, Sylvania hires police cadets who are required to successfully complete an Ohio Peace Officer Training Academy; and,

WHEREAS, in exchange for Sylvania providing the items of riot gear listed above, Toledo after its normal review and application process for any prospective cadet, will permit Sylvania to send two police cadets to its Police Academy to receive their Ohio Peace Officer Training Certification at no cost to Sylvania

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties mutually agree as follows:

1. Sylvania will provide the following items of riot gear to Toledo no later than \_\_\_\_\_:
  - a. 35 Monadnock chest protectors;
  - b. 35 pair Monadnock shin guards;
  - c. 35 Monadnock groin protectors;
  - d. 35 Monadnock forearm/elbow protectors;
  - e. 12 Monadnock riot batons;
  - f. 5 Monadnock 24 x 45 riot shields;

- g. 5 Monadnock 20 x 36 riot shields;
  - h. 35 Galls gear bags;
  - i. 35 Professional MFT riot helmets.
2. Toledo will provide two (2) spaces in its Police Academy for Sylvania police cadets. The spaces can be used either separately or together, however, Sylvania will work with Toledo to coordinate the timing for the use of its Academy spaces.
  3. Sylvania will provide thirty (30) days written notice to Toledo that it intends to utilize one or more of its spaces in the Toledo Police Academy. Unless unable to provide the requested cadet training spaces due to budgetary or other legal constraints the City of Toledo will provide the spaces to Sylvania as requested. This Agreement shall be governed by the laws of the State of Ohio and any legal dispute shall have Lucas County as its legal venue.
  4. This Agreement may be amended only upon written Agreement of the Parties.
  5. If any provision or any portion hereof contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and remain in full force and effect.

CITY OF TOLEDO

By

CITY OF SYLVANIA

By \_\_\_\_\_  
Craig A. Stough, Mayor

By \_\_\_\_\_  
Toby Schroyer, Director of Finance



DIVISION OF POLICE  
DANILYNN M. MILLER, CHIEF OF POLICE

August 31, 2023

#### Members of Council

One of the latest technological advances in criminal investigations is the License Plate Readers (LPR) camera that have been installed locally and nationally. These cameras are designed to take photos of every vehicle and license plate that passes through the camera's view. The cameras will also scan those plates for any active "hits" in the National and State data bases for such things as Amber Alerts, stolen vehicles, missing persons and more. Those results are then transmitted to any Sylvania Police officer on duty alerting them of the vehicle, plate, description and reason for the alert.

This camera system is a great asset for developing leads and solving criminal activities. It is not designed to check for traffic violations (such as red light or speed cameras). Studies have shown that 70% of crime involves a vehicle. Many of our theft related crimes that have been solved have involved non-residents who leave the scene in a vehicle. This system could be extremely beneficial in solving and reducing such crimes and more.

To best utilize these cameras, a camera would be installed at all main entrance points into the city. FLOCK, Inc. currently has a large deployment of these cameras in Lucas County as well as Ohio and Michigan. With joining the FLOCK program, we would have access to data from the FLOCK program in other communities and be able to share our data with those other law enforcement communities.

Working with the FLOCK company, we have identified 15 points of entry into the city that would be viable locations to give us the best coverage (Exhibit A). This would be a Capital Improvement project for 2024. We are requesting to move forward with this project and are willing to meet with members of council to discuss this further if there are any questions.

Chief Danilyn M. Miller

**Flock Safety + OH - Sylvania PD**

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

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MAIN CONTACT:  
Logan Harrah  
logan.harrah@flocksafety.com  
3303072806

flock safety

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates             <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>



Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> <li>√ 1 Standard LPR Camera</li> <li>√ Unlimited LTE data service + Flock OS platform licenses</li> <li>√ 1 DOT breakaway pole</li> <li>√ Dual solar panels</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> <li>√ 1 LPR Camera</li> <li>√ Unlimited LTE data service + software licenses</li> <li>√ 1 portable mount with varying-sized band clamps</li> <li>√ 1 Charger for internal battery</li> <li>√ 1 hardshell carrying case</li> </ul>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> <li>√ 1 Long-Range LPR Camera</li> <li>√ Computing device in protective poly case</li> <li>√ AC Power</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	<b>Government Affairs</b>  Get support educating your stakeholders, including city councils and other governing bodies.  <b>Media Relations</b>  Share crimes solved in the local media with the help of our Public Relations team.



**EXHIBIT A**  
**ORDER FORM**

Customer: OH - Sylvania PD  
Legal Entity Name: OH - Sylvania PD  
Accounts Payable Email: chief.miller@sylvaniapolice.com  
Address: 6635 Maplewood Avenue Sylvania, Ohio 43560

Initial Term: 24 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$45,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	15	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
		<b>Subtotal Year 1:</b>	<b>\$52,250.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$45,000.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Contract Total:</b>	<b>\$97,250.00</b>

*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.*

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$52,250.00
<b>Annual Recurring after Year 1</b>	\$45,000.00
<b>Contract Total</b>	\$97,250.00

\*Tax not included

## 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.
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.
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

**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: OH - Sylvania PD**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PO Number: \_\_\_\_\_

## 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 30 day of August 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*”);

**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;

**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; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).



## 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](mailto: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](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
INSURANCE

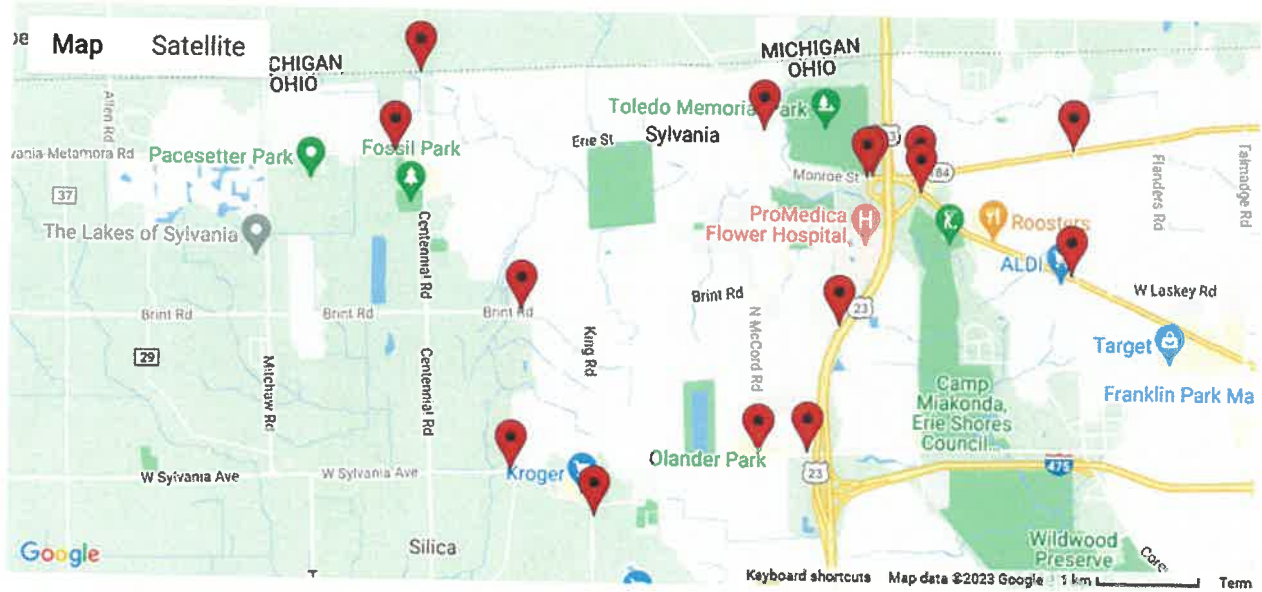
**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its 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).

## EXHIBIT "A"



#01 Sylvania-Metamora Rd @ Winterhaven Dr EB

#02 Centennial Rd @ State line SB

#03 Main St @ Erie St SB

#04 Monroe St @ Glasgow Rd WB

#05 Monroe St @ Hwy 23 EB

#06 W Alexis Rd @ Whiteford Rd WB

#07 W Alexis Rd @ Monroe St EB

#08 Monroe St @ Acres Rd SB

#09 Monroe St @ Whiteford Rd NB

#10 Main ST @ Brint Rd NB

#11 McCord Rd @ W Sylvania Ave NB

#12 King Rd @ Kings Pointe Rd NB

#13 W Sylvania Rd @ Silica Rd EB

#14 Brint Rd @ Pines Dr EB

#15 Sylvania @ Eaglehurst WB