

**CITY OF MOUNDS VIEW
CITY COUNCIL WORK SESSION AGENDA
MOUNDS VIEW CITY HALL**

**Monday, November 6, 2023
6:00 p.m.**

ROLL CALL: Meehlhause, Cermak, Gunn, Lindstrom

Council Work Sessions are informal gatherings of the council at which no final decisions are made, rather consensus discussion to direct staff on council decision items.

PUBLIC COMMENT

Citizens may speak to issues not on tonight's agenda. Before speaking, please share your full name and address. Also, please limit your comments to three minutes.

AGENDA ITEMS DISCUSSED BY CONSENSUS

1. Mounds View Square Redevelopment Concept Plan & Recommendations – Brian (Allow at least 1 hour)
2. Flock Safety Presentation- Ben (Kristen Macleod with Flock Safety presenting)

**NEXT: COUNCIL TRUTH – IN - TAXATION SESSION: Monday, December 4, 2023
at 6:00 pm**
NEXT COUNCIL WORK SESSION: Monday, December 4, 2023 at 6:30 pm
NEXT COUNCIL MEETING: Monday, November 13, 2023 at 6:00 pm

THIS PAGE LEFT BLANK INTENTIONALLY

MOUNDS VIEW SQUARE SHOPPING CENTER STUDY

City Council Work Session

November 6, 2023

Study Purpose & Goals

- Establish a framework that defines how different types of redevelopment can be phased over time.
- Define how different types of redevelopment can be integrated with adjacent neighborhoods.
- Create a place for people to live, work, and socialize.
- Identify and build on existing businesses to stimulate markets and attract new businesses.
- Coordinate and collaborate with property owners, existing businesses, and adjacent neighborhoods.
- Create a distinct and welcoming place to attract people and businesses.



Schedule

Sep

Project Start-Up

- City Awarded Ramsey County Grant Funds
- Project Kick-Off with City Staff
- Property Owner Interviews
- Existing Conditions Analysis
- Market Study Completed

Oct

Explore the Possibilities

- City Council Work Session
- Public Questionnaire
- Community Open House
- Identify Precedents & Establish a Vision
- Develop Concept Ideas

Nov

Draft Materials

- Refine Vision & Concept Ideas
- Develop a Development Framework
- Draft Recommendations
- City Council Work Session

Dec

Study Recommendations

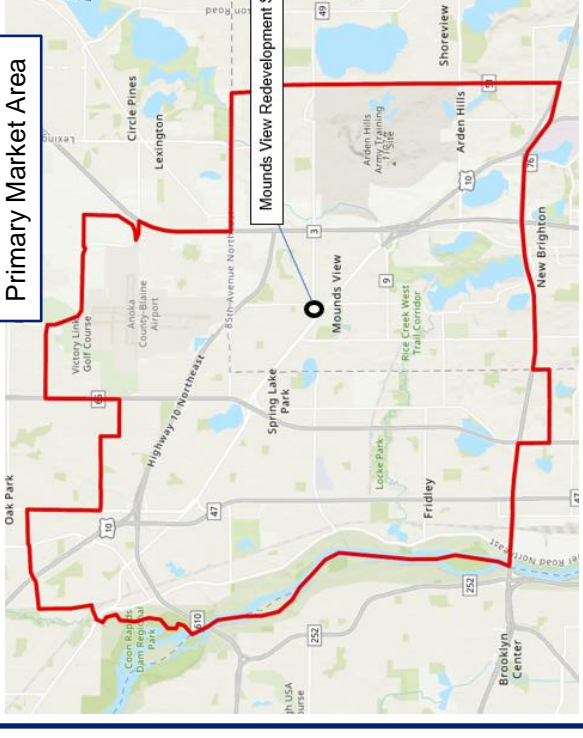
- Finalize Study
- City Council Approval – Formally Recognizing the Study
- Submit Final Study to Ramsey County
- Start Corridor Design Theme Study



Market Analysis Update

The market analysis was updated to consider the expansion of the community center and its impacts to the study and its impacts to the study are from a market demand perspective. The community center expansion will help attract more people to the site, but does not change the overall findings of the study.

Site Analysis
<p>Strengths of Site</p> <ul style="list-style-type: none"> ▪ Good traffic counts on Mounds View Boulevard ▪ Great visibility and access ▪ Existing and established shopping center and commercial node ▪ Proximity to existing employment and residential ▪ Large parcel for redevelopment <p>Weaknesses of Site</p> <ul style="list-style-type: none"> ▪ Traffic noise for potential residents ▪ Limited regional draw for retail ▪ Anoka County Airport and TCAAP limit the market area and potential growth for retail and residential ▪ Large portions of the church property may be undevelopable

Demographics
 <ul style="list-style-type: none"> ▪ PMA population: 87,000 ▪ 10-minute drive time population: 142,000 ▪ PMA annual population growth: 0.4% per year, comparable to the Metro Area ▪ Median household income: \$79,000—14% lower than the Metro Area

Competitive Market
<p>Retail</p> <ul style="list-style-type: none"> ▪ 7.3 million square feet of retail in PMA ▪ 3.9% vacancy rate ▪ Much of the vacancy is in obsolete retail shopping centers and space ▪ Average rent per square foot per year is about \$14 ▪ Rents are not high enough to support new construction <p>Multifamily</p> <ul style="list-style-type: none"> ▪ New rental developments opened in 2022-2023, absorption has been good ▪ Pushed vacancy up to over 8% ▪ Average rent is now about \$1,400 in PMA ▪ New senior housing has opened in the PMA in 2023 as well

Public Engagement Summary

The public engagement activities were used to gain different perspective about the site and what it should be in the future. Results from the questionnaire are not intended to be used as a voting mechanism.

City Council Work Session (October 2, 2023)

- Approximately 10 people in attendance

Open House (October 11, 2023)

- Approximately 25 people in attendance
- Presentation recorded and posted online

Online Questionnaire (October 10 - 23, 2023)

- 288 Survey Respondents
All survey respondents visit the site at least once a week
- Promoted via Social Media



Public Engagement Findings

Preferred Types of Non-Residential Uses

Land Uses	Findings
Automotive Services	Very Little Support
Fast Food or Convenience Food	Supported
Hotel	Very Little Support
Office Space	Supported
Medical Services	Highly Supported
Personal Services	Supported
Restaurants	Highly Supported
Retail	Highly Supported
Taproom/Cocktail Room	Highly Supported

Other Ideas (noted by multiple people)

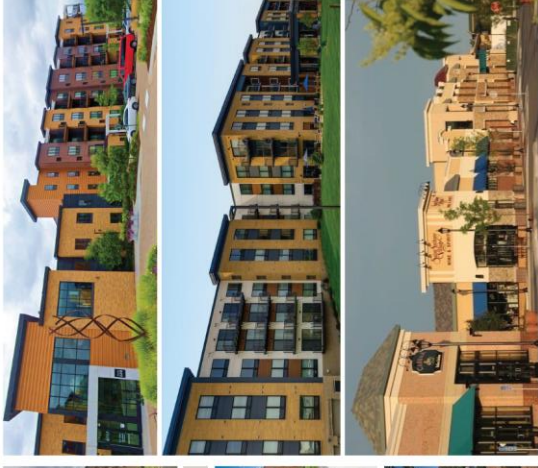
- Co-Working Space
- Maker Space
- Fast Casual Restaurants
- Hardware Store
- Big Box Stores
- Medical Marijuana Dispensary

Public Engagement Findings

There was stronger support for housing by those who attended the open house compared to the questionnaire findings.

Preferred Types of Residential Uses

Land Uses	Findings
Apartments	Supported (if above retail)
Assisted Living	Very Little Support
Condos	Supported
Senior Housing	Supported
Townhomes	Very Little Support
None	Highly Supported

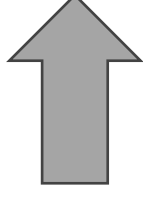


Public Engagement Findings

Preferred Types of Public Amenities for the Site

- Bike Trail Connections
- Community Garden
- Lighting
- Neighborhood Park
- Open Space
- Ped/Bike Crossings
- Plantings
- Public Art
- Rain Garden
- Sidewalk Connections
- Sport Courts (example: Basketball or Pickle Ball Courts)
- Stormwater Ponds
- Traffic Safety Improvements
- Trash Cans
- Wayfinding Signs

All types of amenities were highly supported by the public.



Make the site feel like the “heart of the city.” It needs to be a community destination.



Public Engagement Findings

Words Used to Describe the Site

- Tired
- Underused/Underutilized
- Dumpy
- Needs Help
- Junky
- Waste of Space
- Run Down
- Outdated
- Sad
- Hub
- Leave It Alone
- Unaspiring
- Urban Decay

Reinvestment is needed to enhance the community's image.

Words Used to Describe the Mounds View Boulevard Corridor

- Unsafe
- Boring
- Dirty
- Loud
- Too Busy/Too Fast
- Ugly
- Terrible
- Tired
- Disconnected
- Getting Better
- Dangerous
- Extremely Important
- Run Down

Ideas Explored – What We Heard

Character & Placemaking

- Create a place that is community focused
- Create a place for people to live, work, and socialize
- Reinvest in the public realm to create a distinct and welcoming place to attract people and businesses

Land Uses

- Retain existing tenants
- Provide flexibility for creative and unique developments that fit the community
- Housing is an option, if it is at a smaller scale and provides amenities
- Retail and restaurants are strongly favored

Design

- The size of development (density and height) needs to be at a smaller scale
- Utilize or repurpose existing buildings
- Vertical and horizontal development is supported

Study Recommendations - Draft

1. Adopt Goals & Strategies

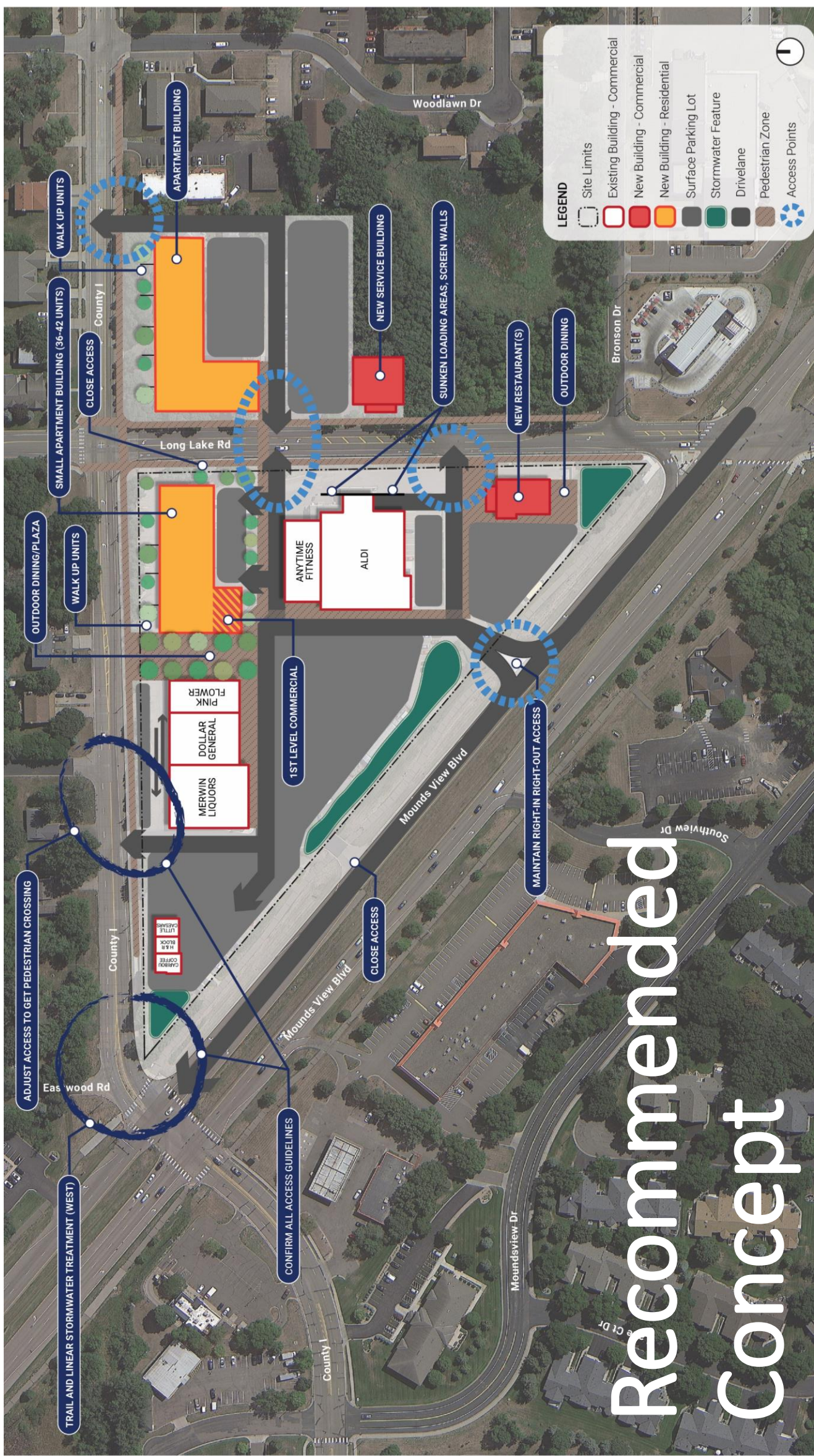
Goals

- Create a place that redefines the site as the heart of the city where people can shop, work, live, and socialize
- Reinvest in the public realm to create a distinct and welcoming place to attract people and businesses
- Retain existing tenants to the extent possible
- Adhere to design standards that creates a community hub and improves the site's identity
- Provide flexibility for creative and unique development types that fit the site context and broader community

Strategies

- Reinvestment (e.g., zoning, partnerships, incentives, tenant retention)
- Building Design (e.g., placement, materials, design)
- Sense of Place (e.g., pedestrian amenities, public art, landscaping)
- Transportation (e.g., safety, parking, connectivity, enhanced pedestrian crossings)
- Parking (e.g., unified approach, shared parking)
- Environmental (e.g., stormwater, sustainable development)





LEGEND

- Site Limits
- Existing Building - Commercial
- New Building - Commercial
- New Building - Residential
- Surface Parking Lot
- Stormwater Feature
- Driveline
- Pedestrian Zone
- Access Points

Recommended Concept

3. Update the Comprehensive Plan

2040 Mounds View Comprehensive Plan

The Comprehensive Plan is a community-wide plan of how land is guided to be used between the years 2020-2040.

Guided for General Commercial

General Commercial is intended for retail and service businesses, often which are auto dependent. Examples may include retail, restaurants, entertainment, and gas stations.

Proposed Future Land Use Designation – Mixed Use

The purpose of a Mixed-Use category is to remove barriers for developments that have complementary uses from two or more use categories (e.g., commercial/retail, office or residential).

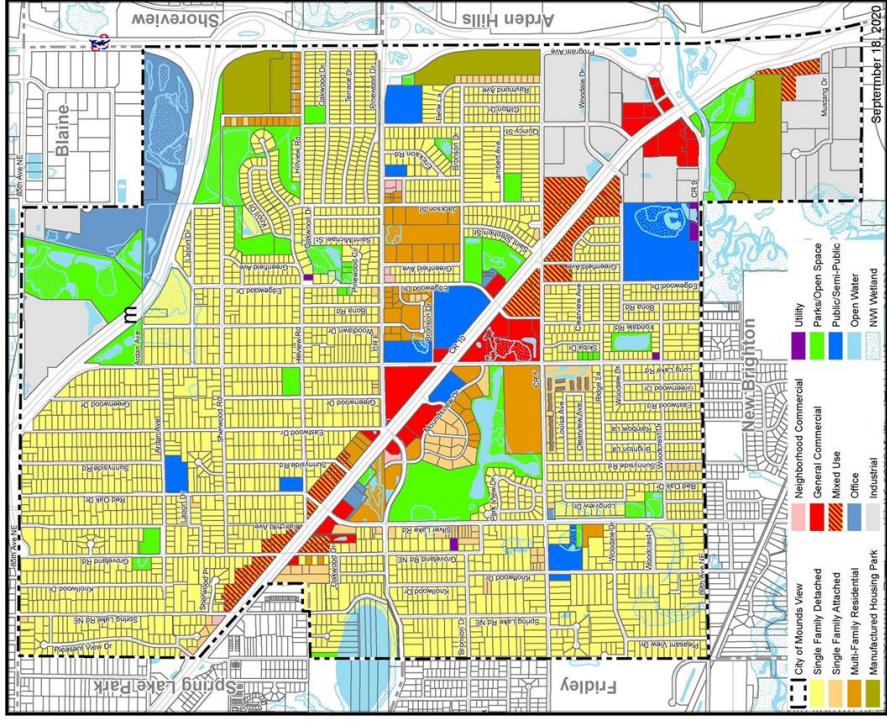


Figure 2-2: Future Land Use

City of Mounds View



Next Steps

Sep

Project Start-Up

- City Awarded Ramsey County Grant Funds
- Project Kick-Off with City Staff
- Property Owner Interviews
- Existing Conditions Analysis
- Market Study Completed

Oct

Explore the Possibilities

- City Council Work Session
- Public Questionnaire
- Community Open House
- Identify Precedents & Establish a Vision
- Develop Concept Ideas

Nov

Draft Materials

- Refine Vision & Concept Ideas
- Develop a Development Framework
- Draft Recommendations
- City Council Work Session

Dec

Study Recommendations

- Finalize Study
- City Council Approval – Formally Recognizing the Study
- Submit Final Study to Ramsey County
- Start Corridor Design Theme Study



Mounds View Blvd. Study

Jan

Feb-Mar

Apr

May

Project Start-Up

- Project Kick-Off with City Staff
- Review Past Plans
- Existing Conditions Analysis
- Meet with Ramsey County Staff

Explore the Possibilities

- City Council Work Session
- Community Open House
- Identify Precedents & Establish a Vision (Design Themes for the Corridor)
- Explore Design Options and Costs

Draft Materials

- Refine Vision
- Develop Design Guidelines
- Draft Recommendations
- City Council Work Session

Study Recommendations

- Finalize Study
- City Council Approval – Formally Recognizing the Study
- Submit Final Study to Ramsey County

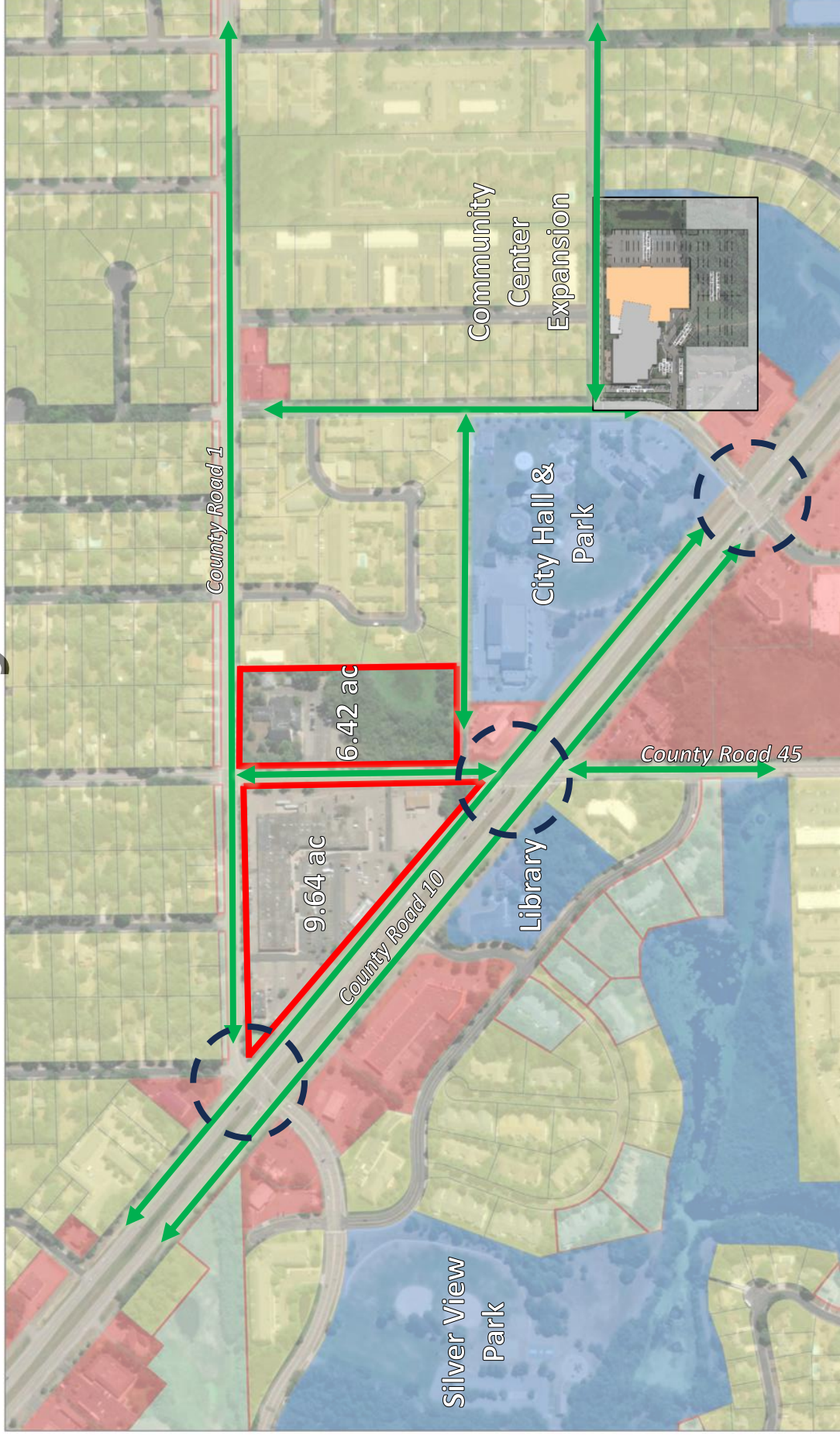


Thank you.






Additional Slides for Discussion

Purpose (if needed)

Heart of the City



Legend

-  Residential
-  Commercial/Office
-  Public/Community Uses
-  Major Ped/Bike Routes
-  Gateways/
Major Intersections

Site Context – Shopping Center

Site Information

- Built in 1974
- 9.64 acres
 - 102,000 sqft strip center building anchored by a grocery store
 - 3,900 sqft separate strip center
 - 4,000 sqft freestanding restaurant
- The center currently has about 44,000-square feet of vacant space (40% of total space).
- Older building design (indoor corridors) that is no longer conducive to businesses.
- Need to consider:
 - Reuse/Repurposing of Buildings
 - Lease Agreements/Timing



Site Context – Sunrise Methodist Church

Site Information

- Built in 1966
- 6.42 acres (~3+ acres is wetland)
 - 18,500 sqft building
- Owned by the Minnesota Annual Conference of United Methodist Church
 - Represented by JLB to determine the feasibility and best use of the property
- The size of the congregation has decreased over the years
- Multiple groups utilize the space
- Daycare - short-term lease agreement



Land Use Guidance

2040 Mounds View Comprehensive Plan

The Comprehensive Plan is a community-wide plan of how land is guided to be used between the years 2020-2040.

Guided for General Commercial

General Commercial is intended for retail and service businesses, often which are auto dependent. Examples may include retail, restaurants, entertainment, and gas stations.

Zoning District

Zoned B-4 (Regional Business District) - The purpose of Regional Business District is to provide for the establishment of commercial and service activities which draw from and service customers from the entire community or region.

Note: The Church is guided for “Public/Semi-Public” uses and zoned R-1 (Single Family Residential)

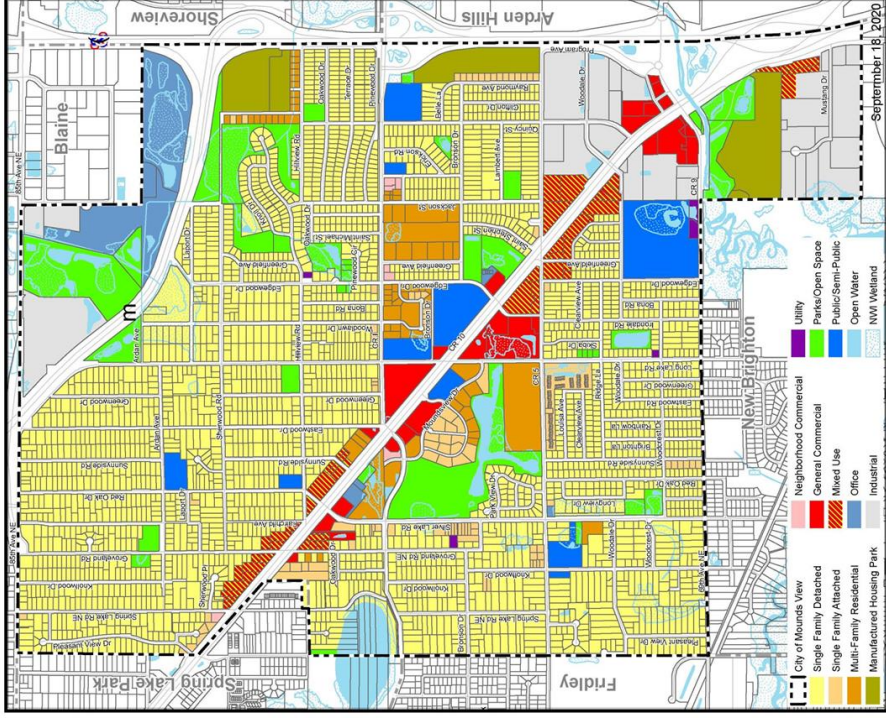


Figure 2-2: Future Land Use

City of Mounds View



Market Analysis

Mounds View Square Market Study

Purpose

- Identify appropriate real estate uses at the site
- Estimate demand for space at rents and prices currently supported by the market
- Provides analysis that supports final recommendations

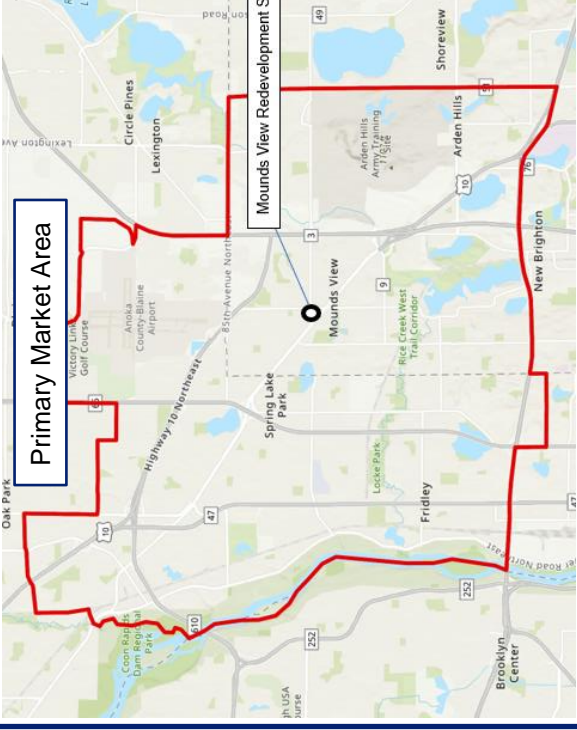
Uses Under Consideration

- Restaurant and retail space
- High-density housing
 - Rental housing
 - Senior housing
- Mixed use (Vertical or Horizontal)
 - Residential
 - Commercial space



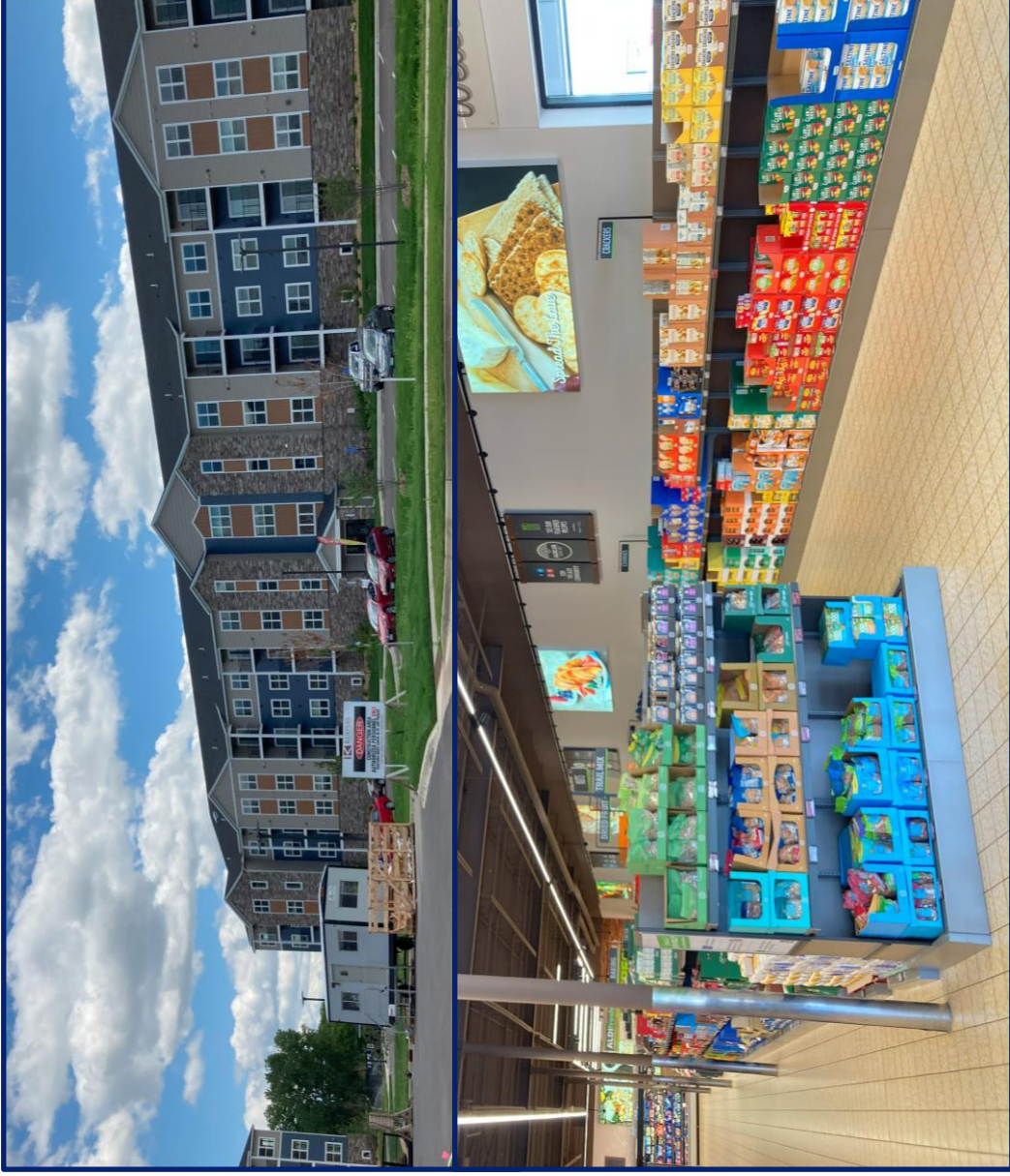
Market Analysis Findings

Site Analysis
<p>Strengths of Site</p> <ul style="list-style-type: none"> ▪ Good traffic counts on Mounds View Boulevard ▪ Great visibility and access ▪ Existing and established shopping center and commercial node ▪ Proximity to existing employment and residential ▪ Large parcel for redevelopment <p>Weaknesses of Site</p> <ul style="list-style-type: none"> ▪ Traffic noise for potential residents ▪ Limited regional draw for retail ▪ Anoka County Airport and TCAAP limit the market area and potential growth for retail and residential ▪ Large portions of the church property may be undevelopable

Demographics
 <p>▪ PMA population: 87,000</p> <p>▪ 10-minute drive time population: 142,000</p> <p>▪ PMA annual population growth: 0.4% per year, comparable to the Metro Area</p> <p>▪ Median household income: \$79,000—14% lower than the Metro Area</p>

Competitive Market
<p>Retail</p> <ul style="list-style-type: none"> ▪ 7.3 million square feet of retail in PMA ▪ 3.9% vacancy rate ▪ Much of the vacancy is in obsolete retail shopping centers and space ▪ Average rent per square foot per year is about \$14 ▪ Rents are not high enough to support new construction <p>Multifamily</p> <ul style="list-style-type: none"> ▪ New rental developments opened in 2022-2023, absorption has been good ▪ Pushed vacancy up to over 8% ▪ Average rent is now about \$1,400 in PMA ▪ New senior housing has opened in the PMA in 2023 as well

Demand for Real Estate Uses at the Site



Restaurant and Retail Demand

- Much of the retail space at Mounds View Square is obsolete
- There is demand for about 65,000- to 75,000-square feet of total restaurant and retail space at the Site
- Better positioned space could capture growth in the PMA
- “Right-sizing” the retail space creates opportunities for mixed use

Multifamily Demand

- Affordable housing units: 140-145
- Market-rate rental housing units: 90-100
- Senior housing: 50-60 units
- Residential uses are more “market-ready” than retail uses

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Ben Zender, Chief of Police
Item Title/Subject: Flock Safety Presentation

Introduction:

The Mounds View Police Department wants to maintain a safe city by reducing and deterring crime through enforcement, education, and outreach. With that said, improved technology plays a very important role in order to deter, detect, and solve crimes.

Discussion:

The Flock Safety ALPR System is a deployment of cameras throughout an area to provide greater coverage and more detailed information for law enforcement. The Flock program proposed here would include 10 cameras which can be spread throughout the City in high crime areas. Flock's cameras capture date, time, location, license plate (state, partial, paper, and no plate) as well as vehicle details (type and color).

Flock Safety presented staff with a desirable approach to deploying ALPR cameras throughout the community. Unlike other fixed or mobile ALPR devices, the Flock system provides the ability to cover more area of the city with system maintenance provided by the vendor rather than City staff. The Flock program is an all-inclusive model for deploying the ALPR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera.

Traditional ALPR systems included expensive fixed camera locations or mobile devices mounted in patrol cars. Mounds View PD has deployed mobile ALPRs in the past; however, these devices have reached their end of life and are no longer in service.

The key benefits of Flock are that they charge an annual flat rate per camera of \$3,000, which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock lease program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement.

Strategic Plan Vision/Strategy/Goal: Vision: A progressive community that is welcoming, and a desirable destination to all ages and cultures, who seek progress through partnerships, and where residence can work, live, and play safely and show pride in the community.

Goal A: Increased enforcement and responsiveness to drugs, traffic, code violations, and petty crimes.

Goal C: Network with other communities and organizations

Financial Impact

After the pilot period, the first-year total will be \$36,500 with an annual accruing fee of \$30,000 for the second year. This is considering 10 cameras so if we have fewer cameras the cost will go down. The 2023 Minnesota Legislature enacted a one-time Public Safety Aid package. The one-time appropriation of \$300 million is allocated among all counties, cities, townships of a population of 10,000 or more. Mounds View is projected to receive approximately \$574,704. This would definitely be a beneficial and responsible way to spend some of this money.

Other local communities including Woodbury, U of M PD, Maple Grove PD, Brooklyn Center PD, Fridley PD, Orono PD, West Hennepin DPS, Wayzata PD, Coon Rapids PD, Roseville PD, St. Louis Park PD, Minnetonka PD, Edina PD Champlin PD, Plymouth PD, Robbinsdale PD as well as several agencies in Wisconsin have chosen the Flock system.

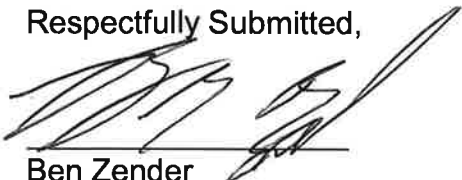
Recommendation:

Staff recommends authorizing moving forward with the 45-day pilot project. Staff will return after the pilot project requesting approval of the two-year Flock agreement.

Attachments:

- Flock Safety Agreement
- Flock Safety PowerPoint
- Flock Safety informational handouts
- Flock Safety camera pole photo

Respectfully Submitted,



Ben Zender
Chief of Police

Flock Safety + MN - Mounds View PD

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

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350

f'lock safety

flock safety

EXHIBIT A ORDER FORM

Customer: MN - Mounds View PD
Legal Entity Name: MN - Mounds View PD
Accounts Payable Email: nate.garland@moundsviewmn.org
Address: 2401 Mounds View Blvd Saint Paul, Minnesota
55112

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 45 day pilot period ("Pilot Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Pilot Period, Customer will be billed as follows: Net 30 Days from date of invoice.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	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	10	\$6,500.00
		Subtotal Year 1:	\$36,500.00
		Annual Recurring Subtotal:	\$30,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$66,500.00

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.

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.

By: _____

Name: _____

Title: _____

Date: _____

Customer: MN - Mounds View PD

By:  _____

Name: Benjamin Zender

Title: Chief of Police

Date: 9-26-2023

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 25 day of September 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 (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).

flock safety

Let's defeat crime together

Help your city reduce crime with cameras that see like a detective

"Flock Safety made my job easy. The system was up and running in just a few weeks, and has proven to help our police department find the evidence to solve more crime."

City Manager in Ohio

Flock Safety provides an affordable, infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.

Not your average security cameras

Infrastructure-Free and Discreet Design

With solar power and LTE connectivity, we can install the devices almost anywhere. And the beautiful design means it will blend in with your city's aesthetic.

Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the city council.

Vehicle Fingerprint Technology

Your officers can find vehicle evidence by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.



Join 2500+ cities using Flock Safety to eliminate crime



Detect

objective evidence your
police need to solve crime



Decode

footage with machine
learning so your police can
investigate



Deliver

real-time alerts to police
if a wanted or stolen
vehicle drives by

Public Safety Technology Built with Principles

You own the footage

We won't share it or sell it. It's 100% yours for your law enforcement to use to solve crime.

Protect resident privacy

All data automatically deletes by default every 30 days on a rolling basis and is encrypted with AES-256 encryption.

Promote transparency and accountability

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and proactively provides an audit report to city leadership.

Clear pricing and infrastructure free

\$2500 per camera / year. All the footage is stored in the cloud at no additional fee and there are no hidden costs.

Protect the Whole Community

It takes all community members working together to eliminate crime, which is why we created a public-private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

Learn More:



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

-Council member Josh McCurn of Lexington, KY



About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

About Flock Safety ALPR

Privacy and Ethics Factsheet

How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.

About Flock Safety ALPR

Privacy and Ethics Factsheet

How long does Flock Safety keep data?

- Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.

Flock's response to common concerns

- 1. Short data retention & No sharing with 3rd parties**
 - a. Data is by default stored for 30 days and then permanently deleted, unless connected to an active investigation.
 - b. You own your data, and we never sell your data.
- 2. Public input and approval**
 - a. City Council approval
 - b. Community town-halls
- 3. Transparent communication**
 - a. [Transparency portal](#)
 - b. Annual updates to City Council
- 4. Slippery slope arguments**
 - a. Democratic authorization, good ALPR policies, and community engagement protects us and our customers from becoming what we want to avoid.
- 5. Audits and accountability**
 - a. Our system automatically requires a law enforcement reason to search. These can be reported through the transparency portal.
- 6. Over-policing**
 - a. Violent crime disproportionately affects the BIPOC community (8X more likely to be a victim than white counterparts), and violent crime has increased by more than 30% in the last 2 years.
 - b. Indiscriminate evidence. Unbiased, actionable leads



f'lock safety

+ Mounds View, MN



Eliminate crime and shape
a safer future, together .

flock safety

Why Flock Safety?



flock safety

flock safety

What we observe: the current reality

- Limited Police Resources
- Crime is on the rise
- Trust is needed more than ever

What we believe: the opportunity

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

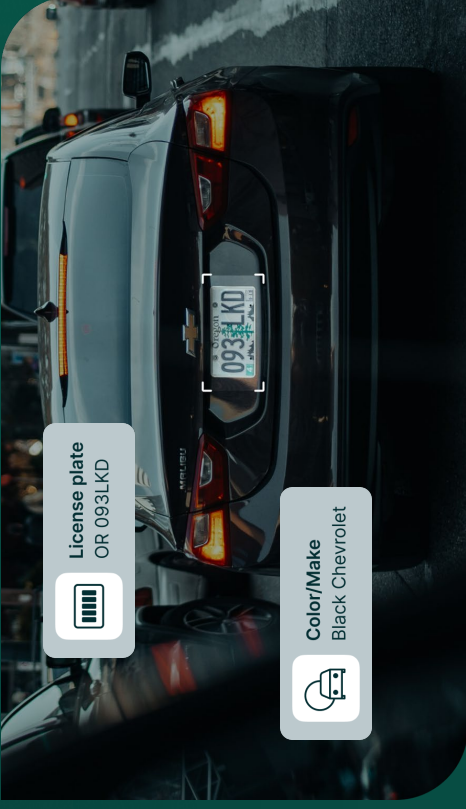
How does the technology work?

flock safety

flock safety

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full -service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

flock safety

What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

What this is NOT

- Not facial recognition
- Not tied to Personal Identifiable Information
- Not used for traffic enforcement
- Data not stored beyond 30 days → *automatically deletes every 30 days*

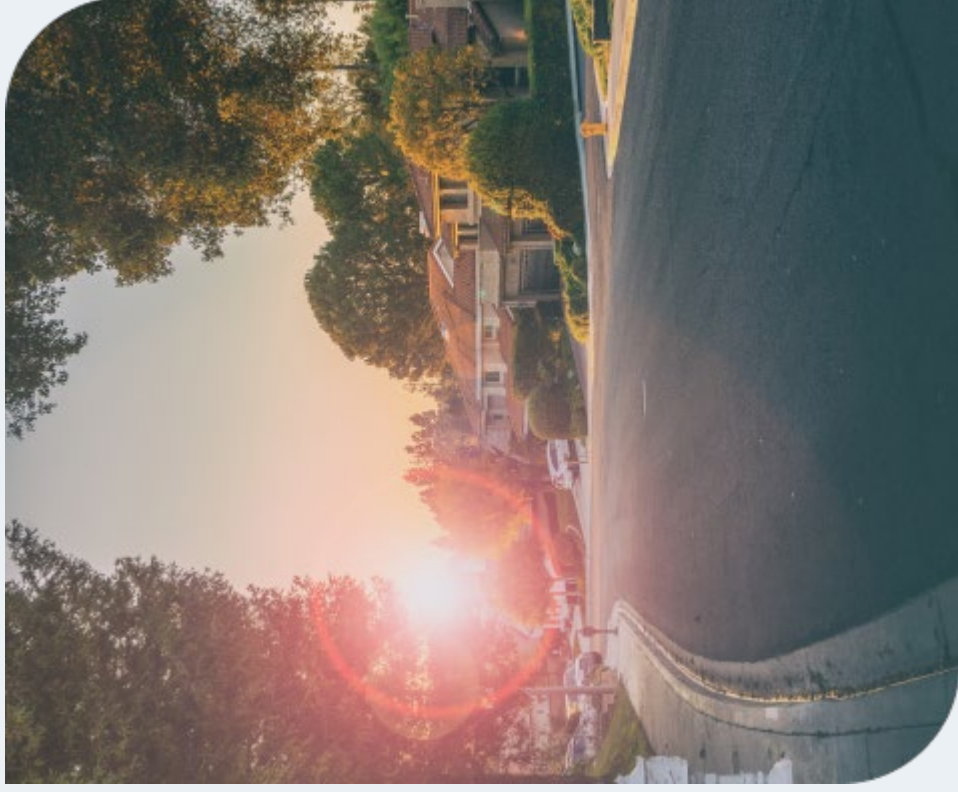
How does this technology prevent and eliminate crime?

→ **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city

→ **Investigative:** As clearance Rates increase, crime rates decrease

→ Flock cameras serve as a **deterrent**

flock safety



Mitigating Risk

flock safety

f'lock safety

Protecting Privacy

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)

- All data is stored securely in the AWS Cloud, and end to end encryption of all data
- Search reason is required for audit trail
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- **NOT used for traffic enforcement**
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

flock safety

Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

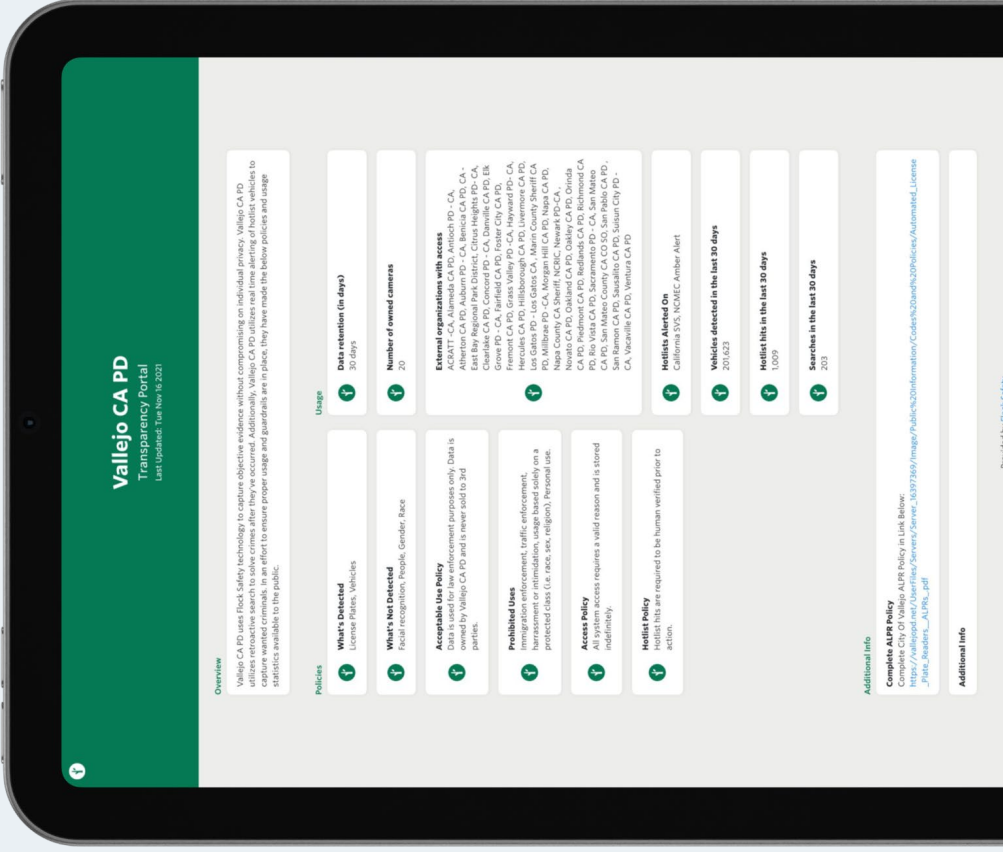
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for [Morgan Hill PD](#)
- Click here for [Vallejo PD](#)



Already solving and preventing crime

flock safety

Flock Safety In Minnesota

Plus, many more
commercial and
private customers

Orono PD	Hudson (WI) PD
West Hennepin DPS	Woodbury PD
Wayzata PD	St. Mary's Point
Coon Rapids PD	University of Minnesota PD
Roseville PD	Maple Grove PD
St. Louis Park PD	St. Louis County SO
Minnetonka PD	Three Rivers Park Dist. Public Safety
Edina PD	Brooklyn Center PD
Champlin PD	Paul Bunyan Task Force
Plymouth PD	Belle Plaine PD
S. Lake Minnetonka PD	Fridley PD
Mounds View PD	Robbinsdale PD
Sartell PD	

Solving Violent Crimes in Wisconsin

 West Allis PD - West Allis, WI

- **Armed robbery:** West Allis officers received an alert that a Kia SUV wanted in connection with an armed robbery in Milwaukee was in the area. Officers initiated a traffic stop but the suspects fled, kicking off a high - speed pursuit that ended in a crash. The three suspects, two of whom had several felony warrants, were arrested.
- **Homicide** : Another alert on a stolen Hyundai sedan came in connection to a Milwaukee homicide. Officers quickly responded but the suspects fled. The chase concluded in Milwaukee where the suspects were arrested.



Missing, Endangered Senior Found in 15 Minutes

 Port Washington PD - Port Washington, WI



Silver Alert Issued

A Grafton crime analyst entered the missing Town of Brookfield senior's vehicle into the Flock system and saw it had been in their city.

2:43 p.m.



Senior Returned

Within an hour of the plate being entered in Flock, the car was located and the individual reunited with their family.

2:43 p.m.



Vehicle Sets Off Alert

The vehicle passed a Flock LPR camera in Port Washington and an alert is immediately sent to local officers.

flock safety

Case Study: Smash and Grab Robbery



San Bruno, PD



San Bruno, CA

- January 2022 - Five suspects attempt a Smash & Grab at a Jewelry store but are chased off by the owner
- **But here's what didn't make the news...**
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- **Vehicle placed on a custom hotlist**
- SBPD receives a real time alert that the suspects are returning
- **Officers locate the vehicle within seconds preventing another attempt**

[San Bruno jewelry store owner stops attempted smash-and-grab robbery](#)

- ABC 7 News - Bay Area



flock safety

Case Study: Auto Theft



Chamblee PD



Chamblee, GA



Stranger on Stranger Abduction August, 28
2020

When every second matters, Flock Safety's Machine Vision is Critical

12:33 PM



Amber Alert Issued

1:01 PM



Search Conducted with Flock Safety

2:30 PM



Suspect Vehicle Located

5:03 PM



Felony Stop + Arrest

6:00 PM



Baby Reunited with Mother

