



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, September 20, 2022 at 7:30 PM
City Council Chambers

ADA NOTICE

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

AGENDA

CALL MEETING TO ORDER

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

APPROVAL OF MINUTES

- [1.](#) Motion to approve the minutes of the Regular City Council Meeting of September 6, 2022.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

ADMINISTRATIVE APPEALS

- [2.](#) Administrative Appeal Order No. 2022-26 Krebs (Recommended by BZA)

An Order granting a variance and exception to allow 48 linear feet of solid fencing already installed in the application of Section 1165.04(c) of the Codified Ordinances in Board of Zoning Appeals.

- [3.](#) Administrative Appeal Order No. 2022-27 Kalinowski #1 (Recommended by BZA)

An Order granting a variance and exception to allow a second accessory building (pavilion) in the application of Section 1171.02(g) of the Codified Ordinances in Board of Zoning Appeals.

- [4.](#) Administrative Appeal Order No. 2022-28 Kalinowski #2 (Recommended by BZA)

An Order granting a variance and exception 225 sq. ft. for a pavilion in the application of Section 1171.02(c) of the Codified Ordinances in Board of Zoning Appeals.

- [5.](#) Administrative Appeal Order No. 2022-29 Kalinowski #3 (Recommended by BZA)

An Order granting a variance and exception 2' height for a pavilion in the application of Section 1171.02(c) of the Codified Ordinances in Board of Zoning Appeals.

- [6.](#) Administrative Appeal Order No. 2022-30 Orlando (Recommended by BZA)

An Order granting a variance and exception of side yard fencing past the rear building line in the application of Section 1165.07(b) of the Codified Ordinances in Board of Zoning Appeals.

7. Administrative Appeal Order No. 2022-31 Savelli #1 (Recommended by BZA)

An Order granting a variance and exception of 4' on driveway side for a new garage in the application of Section 1163.06(b) of the Codified Ordinances in Board of Zoning Appeals.

8. Administrative Appeal Order No. 2022-32 Saveilli #2 (Recommended by BZA)

An Order granting a variance and exception of 2' between houses for a new garage in the application of Section 1163.06(b) of the Codified Ordinances in Board of Zoning Appeals.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Recreation Director – Julie Kless

City Engineer – Tim McLaughlin

Finance Director – Cheryl Benedict

Law Director – Stephanie Landgraf

Police Chief – Brian Turner

Fire Chief – Joe Tennyson

Chief Housing/Zoning Inspector – Sean Brennan

Economic Development Manager – Monica Drake

WARD MATTERS

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)

REPORTS OF STANDING COMMITTEES

Finance – Vanni, Bisbee, Koudela

Safety – Phares, Malta, Bisbee

Service, Utilities & Public Lands – Malta, Phares, Bisbee

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

Tax Compliance – Koudela, Antosh, Patton

Moral Claims – Antosh, Phares, Patton

Budget – Vanni, Koudela, Patton

LIAISON REPORTS

Planning – Phares/Alternate Koudela

Board of Zoning Appeals – Koudela/Alternate Vanni

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

Recreation Board – Bisbee/Alternate Phares

Plan Review Board – Antosh

Hearts & Hammers – Malta

FUND TRANSFERS & BID AUTHORIZATIONS

CONTRACT APPROVALS

INTRODUCTION & CONSIDERATION OF LEGISLATION

9. Ordinance No. 2022-40

An Ordinance levying special assessments for acquiring, constructing, installing equipping, improving, maintaining and repairing improvements necessary for making improvements to abate erosion along properties within the City included within the Lake Communities Shoreline Special Improvement District, together with all necessary appurtenances thereto, and declaring an emergency.

10. Ordinance No. 2022-41 (Finance Director)

An Ordinance directing the Director of Finance to certify delinquent accounts to the Lake County Auditor and Lake County Treasurer for collection as property tax, and declaring an emergency.

11. Ordinance No. 2022 - 42 (Finance Director)

An Ordinance amending Ordinance 2022- 8 to provide for additional appropriations from the General Fund (101); Street Construction Maintenance & Repair Fund (202); Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); Street Improvement Levy Fund (213); Senior Citizens Levy Fund (220); And Local Fiscal Recovery/ARPA Fund (228) for current expenses other expenditures of the City of Willowick, State Of Ohio, during the calendar year ending December 31, 2022, and declaring an emergency.

12. Resolution No. 2022-21 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), and declaring an emergency.

Tabled 9-6-22

13. Resolution No. 2022-23 (Finance Director)

A Resolution accepting the rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor and declaring an emergency.

14. Resolution No. 2022-24

A Resolution declaring it necessary and determining to proceed with acquiring, constructing, installing equipping, improving, maintaining and repairing improvements necessary for making improvements to abate erosion along properties within the City included within the Lake County Communities Shoreline Special Improvement District, together with all necessary appurtenances thereto, and declaring an emergency.

15. Resolution No. 2022 - 25

A Resolution to approve authorizations (Then and Now Certificate) to Laketran in the amount of \$5,000., for the City of Willowick, and declaring an emergency.

MISCELLANEOUS16. Motion authorizing a liquor permit to FHA Group LLC DBA Alesci's, 29730 Lakeshore Blvd., Willowick, OH 44095.

(No objection from the Police Department)

17. Motion authorizing a liquor permit to Tobacco & Beverage LLC DBA Tobacco Express, 30740 Lakeshore Blvd., Willowick, OH 44095.

(No objection from the Police Department)

18. Motion authorizing the release of retainage in the amount of \$25,977.16 to Vandra Brothers Construction, Inc. for the 2021 Pavement Repair Program.

19. Motion authorizing the Mayor to enter into a two-year Government Agency Agreement with Flock Safety in the amount of \$16,050.00 for three cameras (includes one-time set up fee of \$1,050.00).**PUBLIC PARTICIPATION**

a) Public statement (1 minute maximum)

b) Council response to the public

c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)

ADJOURNMENT



City of Willowick
CITY COUNCIL REGULAR MEETING

Tuesday, September 06, 2022 at 7:30 PM
 City Council Chambers

ADA NOTICE

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

MINUTES

CALL MEETING TO ORDER

(Total meetings to date - 14)

The fifteenth meeting of Council was called to order at 7:30 p.m. by Council President Patton.

PLEDGE ALLEGIANCE

INVOCATION

ROLL CALL OF COUNCIL

PRESENT

Council President Robert Patton
 Ward 1 Councilman Michael Vanni
 Ward 2 Councilwoman Theresa Bisbee
 Ward 3 Councilman Charles Malta
 Ward 3 Councilman David Phares

ABSENT

Ward 1 Councilwoman Monica Koudela
 Ward 2 Councilwoman Natalie Antosh

ALSO PRESENT

Mayor Regovich, Finance Director Benedict, Law Director Landgraf, Fire Chief Tennyson, Police Chief Turner, Service Director Brennan, Recreation Director Kless, City Engineer McLaughlin, Economic Manager Drake and Council Clerk Trend.

APPROVAL OF MINUTES

1. Motion made by Mr. Malta, seconded by Ms. Bisbee to approve the minutes of the Regular City Council Meeting of August 2, 2022.
Discussion: None.
Vote: All ayes. Motion carried.

APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS

2. Oath of Office for Michael Pollack as Lieutenant of the Willowick Fire Department administered by Mayor Regovich.

3. Oath of Office for Christopher Fuentes as Firefighter of the Willowick Fire Department administered by Mayor Regovich. *Not present.*
4. Oath of Office for Joshua D. Sundbom as Firefighter of the Willowick Fire Department administered by Mayor Regovich.
5. Oath of Office for Joseph DiFranco as Firefighter of the Willowick Fire Department administered by Mayor Regovich.
6. Oath of Office for Darvin Douglas Firefighter of the Willowick Fire Department administered by Mayor Regovich. *Not present.*
7. Oath of Office for Ben Bindokas as Firefighter of the Willowick Fire Department administered by Mayor Regovich. *Not present.*
8. Oath of Office for Josh Durst as Firefighter of the Willowick Fire Department administered by Mayor Regovich. *Not present.*

ADMINISTRATIVE APPEALS

9. Administrative Appeal Order No. 2022-13 Wakefield (Recommended by BZA)

An Order granting a variance and exception of 3' to install a shed that is 13' high in the application of Section 1171.02(C) of the Codified Ordinances In Board of Zoning Appeals.

The applicant Theresa Wakefield was not present.

Motion made by Mr Vanni, seconded by Mr. Malta to grant Administrative Appeal Order No. 2022-13.

Discussion: Mr. Phares inquired if the shed was already installed. Mr. Brennan stated that it was not.

Vote: All ayes. Motion carried.

10. Administrative Appeal Order No. 2022-21 Steimle (Recommended by BZA)

An Order granting a variance and exception of 128.5 linear feet to install 4' 10" solid fencing with 1' 2" of lattice on top in the application of Section 1165.04(C) of the Codified Ordinances in Board of Zoning Appeals.

The applicant Thomas Steimle was present and stated the need for the fence is for his dogs.

Motion made by Mr. Malta, seconded by Mr. Vanni to grant Administrative Appeal Order No. 2022-21.

Discussion: None.

Vote: All ayes. Motion carried.

11. Administrative Appeal Order No. 2022-22 Drenski #1 (Recommended by BZA)

An Order granting a variance and exception of 40 square feet for a shed already installed in the application of Section 1172.02(C) of the Codified Ordinances in Board of Zoning Appeals.

The applicant Tyler Drenski was present and did not wish to comment.

Motion made by Mr. Vanni, seconded by Mr. Malta to grant Administrative Appeal Order No. 2022-22.

Discussion: Mr. Phares inquired if the address was E. 322 St. or E. 327 St. Mr. Drenski stated the address was 436 E. 322 St.

Vote: Aye: Vanni, Malta and Patton.

Nay: Phares and Bisbee. Motion granted as amended with the correct address.

12. Administrative Appeal Order No. 2022-23 Drenski #2 (Not recommended by BZA)

An Order granting a variance and exception of a 4" gravel base instead of the required 4" thick concrete base and a 4" curb with embedded anchor bolts in the application of Section 1172.02(D)(2) of The Codified Ordinances in Board of Zoning Appeals.

Motion made by Mr. Phares, seconded by Mr. Vanni to grant Administrative Appeal Order No. 2022-23.

Discussion: None.

Vote: All nays. Motion denied.

REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR

St. Mary Magdalene is interested in moving forward with a smaller festival next year. NOPEC will be opting 550,000 thousand customers out of their program and back to First Energy where the rates are lower. Several area Mayors met with Lake County Engineers Office to discuss the lights on S.R. 2 and several other issues. Flexology on Vine St. has been closed due to an ongoing investigation into the business. Bar Forno is officially open for business. October 17 will be the third TLCI public meeting for the Vine St. corridor and will be held at Bar Forno.

COUNCIL DISCUSSION OF THE MAYOR'S REPORT

Mr. Phares inquired if there was more information on Flexology. Mayor Regovich stated it is an ongoing investigation.

GENERAL COMMUNICATIONS & REPORTS – Directors & Officials

Service Director – Todd Shannon

Report submitted electronically. Crews are tarring cracks in the roads. Concrete work continues on E. 288 St. A meeting is scheduled for the HVAC Project at the Senior Center.

Mr. Phares inquired about the lights in Shoreland Crossing. Mr. Shannon stated that the City is waiting on CEI to redo their original plan.

Recreation Director – Julie Kless

No written report. The Fall/Winter Program Guide is available on the website. Outdoor Pickle Ball courts are being put in at Manry and a Disc Golf Course at Dudley. The bath houses will be updated at Manry Pool. Recreation Department Secretary, Maureen Brennan, retired after 26 years.

City Engineer – Tim McLaughlin

No written report. Smoke testing is being done in the areas of Fern Dr. working through to Royalview Dr., E. 327 and E. 328 Streets. Line work and lateral repairs will be starting soon on E. 328 St. The Fairway Project will get funding through OPWC.

Finance Director – Cheryl Benedict

No written report. The City received a clean audit from the state.

Mr. Phares inquired if any decision has been made on how the money will be spent from the opioid settlement the City is receiving. Ms. Benedict stated no decision has been made yet.

Law Director – Stephanie Landgraf

No written report. Item #15 on the agenda will need to be tabled for further discussion between the City and the dispatchers union.

Police Chief – Brian Turner

Written report submitted electronically. The Civil Service Entrance Exam resulted in low numbers however there are qualified candidates being looked at.

Fire Chief – Joe Tennyson

Written report submitted electronically. The fence behind the Fire Department was replaced by the Service Department.

Chief Housing/Zoning Inspector – Sean Brennan

Written report submitted.

Economic Development Manager – Monica Drake

There are two businesses potentially interested in going into the former Pat Catan's space. Alesci's transferred August 1st to the new owners. Cleveland Pizza has submitted plans for the new sit down restaurant which will be called Sixth City Tavern.

WARD MATTERS

None.

PUBLIC PARTICIPATION

- a) Public statement (1 minute maximum)*
- b) Council response to the public*
- c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

Bill Savocca, 30412 Oakdale Rd., has concerns about a vacant house near him that has rats. Mr. Brennan will speak with Mr. Savocca about the issue.

REPORTS OF STANDING COMMITTEES**Finance** – Vanni, Bisbee, Koudela

Discussion was on having a Finance Committee meeting for October 4th and a joint Budget-Finance Committee meeting for October 18th.

Safety – Phares, Malta, Bisbee

Discussion at the Safety Committee meeting tonight was on golf carts, deer culling, the no left turn out of Shoregate and Fire Department staffing.

Service, Utilities & Public Lands – Malta, Phares, Bisbee

No report.

Streets, Sidewalks & Sewers – Vanni, Malta, Antosh

No report.

Tax Compliance – Koudela, Antosh, Patton

No report.

Moral Claims – Antosh, Phares, Patton

No report.

Budget – Vanni, Koudela, Patton

No report.

LIAISON REPORTS

Planning – Phares/Alternate Koudela

No report.

Board of Zoning Appeals – Koudela/Alternate Vanni

No report.

Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares

No report.

Recreation Board – Bisbee/Alternate Phares

No report.

Plan Review Board – Antosh

No report.

Hearts & Hammers – Malta

Fall clean up will be starting. Please call Charlie Malta at 440-488-1757 to volunteer.

FUND TRANSFERS & BID AUTHORIZATIONS

None.

CONTRACT APPROVALS

None.

INTRODUCTION & CONSIDERATION OF LEGISLATION

13. Ordinance No. 2022-39 (Finance Director)

An Ordinance Amending Ordinance 2022- 8 to provide for additional appropriations from the General Fund (101); Street Construction Maintenance & Repair Fund (202); Street Lighting Fund (204); Sewer Revenue Fund (205); Fire Emergency Rescue Fund (208); Recreation Improvement Fund (214); Permissive License Fee Fund (215); Local Fiscal Recovery/ARPA Fund (228); and Earned Benefits Fund (240) for current expenses other expenditures of the City Of Willowick, State Of Ohio, during the calendar year ending December 31, 2022, and declaring an emergency.

Motion made by Mr. Vanni, seconded by Mr. Malta to waive the three readings on Ordinance No. 2022-39.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Malta, seconded by Mr. Phares to adopt Ordinance No. 2022-39.

Discussion: None.

Vote: All ayes. Motion carried.

14. Resolution No. 2022 - 20 (Fianance Director)

A Resolution to approve authorizations (Then and Now Certificate) to Willoughby Municipal Court in the amount of \$33,782, for the City Of Willowick, and declaring an emergency.

Motion made by Mr. Vanni, seconded by Ms. Bisbee to waive the three readings Resolution No. 2022-20.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Vanni, seconded by Ms. Bisbee to approve Resolution No. 2022-20.

Discussion: None.

Vote: All ayes. Motion carried.

15. Resolution No. 2022-21 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers), and declaring an emergency.

Tabled 9-6-22

16. Resolution No. 2022-22 (Law Director)

A Resolution authorizing the Mayor of the City of Willowick to enter into a Memorandum of Understanding with the AFSCME Ohio Council 8, AFL-CIO and Local 688, and declaring an emergency.

Motion made by Mr. Phares, seconded by Mr. Vanni to waive the three readings on Resolution No. 2022-22.

Discussion: None.

Vote: All ayes. Motion carried.

Motion made by Mr. Phares, seconded by Mr. Malta to approve Resolution No. 2022-22.

Discussion: None.

Vote: All ayes. Motion carried.

MISCELLANEOUS

17. Motion made by Mr. Vanni, seconded by Ms. Bisbee authorizing a liquor permit to Giovanni's Pizza & Pub LLC DBA Giovanni's Pizza & Pub, 30829 Euclid Ave. & patio, Willowick, OH 44095.

Discussion: None.

Vote: All ayes. Motion carried.

18. Motion made by Mr. Phares, seconded by Mr. Malta to approve the expenditure of \$16,137.50 to Atwell's Police and Fire Equipment for new duty pistols, holsters and optics for the Willowick Police Department.

Discussion: Mr. Malta inquired if the Willoughby Eagles have made donations to the Police Department in the past. Chief Turner stated that they have this being the largest.

Vote: All ayes. Motion carried.

19. Motion made by Mr. Phares, seconded by Mr. Malta authorizing the Mayor to extend the weekend incentive pay schedule for the Willowick Fire Department through the end of September 2022 and to additionally include the weekends of October 28, November 25, December 23, and December 30 commencing Friday's at 1800 hours and ending on Monday's at 0600 hours.

Discussion: None.

Vote: All ayes. Motion carried.

PUBLIC PARTICIPATION

a) Public statement (1 minute maximum)

b) Council response to the public

c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)

None.

ADJOURN TO EXECUTIVE SESSION

20. Council President Patton stated the Executive Session to discuss employee compensation is no longer needed.

RETURN TO THE TABLE FROM EXECUTIVE SESSION

ADJOURNMENT

Motion made by Mr. Malta, seconded by Mr. Phares to adjourn.

Discussion: None.

Vote: All ayes. Motion carried.

Meeting adjourned at 8:18 p.m.

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

ADMINISTRATIVE APPEAL ORDER NO. 2022-26

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO ALLOW 48 LINEAR FEET
OF SOLID FENCING ALREADY INSTALLED IN THE APPLICATION OF SECTION
1165.04(c) OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALSCASE 21-548
KOLLEEN KREBS
379 BEECHWOOD

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-548, heard the appeal of Kolleen Krebs for the requested variance and has recommended to Council that the variance to Section 1165.04(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1165.04(c) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-27

AN ORDER GRANTING A VARIANCE AND EXCEPTION TO ALLOW A SECOND
ACCESSORY BUILDING (PAVILION) IN THE APPLICATION OF SECTION 1171.02(g)
OF THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-549
ROB KALINOWSKI
225 SHORELAND CI.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-549, heard the appeal of Rob Kalinowski for the requested variance and has recommended to Council that the variance to Section 1171.02(g) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1171.02(g) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-28

AN ORDER GRANTING A VARIANCE AND EXCEPTION 225 SQ. FT. FOR A PAVILION
IN THE APPLICATION OF SECTION 1171.02(c) OF THE CODIFIED ORDINANCES IN
BOARD OF ZONING APPEALS

CASE 21-549
ROB KALINOWSKI
225 SHORELAND CI.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-549, heard the appeal of Rob Kalinowski for the requested variance and has recommended to Council that the variance to Section 1171.02(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be _____.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1171.02(c) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-29

AN ORDER GRANTING A VARIANCE AND EXCEPTION 2' HEIGHT FOR A PAVILION
IN THE APPLICATION OF SECTION 1171.02(c) OF THE CODIFIED ORDINANCES IN
BOARD OF ZONING APPEALSCASE 21-549
ROB KALINOWSKI
225 SHORELAND CI.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-549, heard the appeal of Rob Kalinowski for the requested variance and has recommended to Council that the variance to Section 1171.02(c) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be _____.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1171.02(c) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-30

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF SIDE YARD FENCING
PAST THE REAR BUILDING LINE IN THE APPLICATION OF SECTION 1165.07(b) OF
THE CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-550
STEVE ORLANDO
268 E. 315 ST.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-550, heard the appeal of Steve Orlando for the requested variance and has recommended to Council that the variance to Section 1165.07(b) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be _____.

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1165.07(b) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-31

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 4' ON DRIVEWAY SIDE
FOR A NEW GARAGE IN THE APPLICATION OF SECTION 1163.06(b) OF THE
CODIFIED ORDINANCES IN BOARD OF ZONING APPEALSCASE 21-552
PHILLIP SAVELLI
271 E. 326 ST.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-552, heard the appeal of Phillip Savelli for the requested variance and has recommended to Council that the variance to Section 1163.06(b) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1163.06(b) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ADMINISTRATIVE APPEAL ORDER NO. 2022-32

AN ORDER GRANTING A VARIANCE AND EXCEPTION OF 2' BETWEEN HOUSES
FOR A NEW GARAGE IN THE APPLICATION OF SECTION 1163.06(b) OF THE
CODIFIED ORDINANCES IN BOARD OF ZONING APPEALS

CASE 21-552
PHILLIP SAVELLI
271 E. 326 ST.

WHEREAS, at its meeting of September 14, 2022, the Board of Zoning Appeals, in Case No. 21-552, heard the appeal of Phillip Savelli for the requested variance and has recommended to Council that the variance to Section 1163.06(b) of the Codified Ordinances of the City of Willowick be **granted**; and

WHEREAS, upon review of the record presented to the BZA and consideration of the Applicant's request, the Council finds and determines that said variance and exception be

NOW, THEREFORE BE IT ORDERED, BY THE COUNCIL OF THE CITY OF WILLOWICK, STATE OF OHIO:

SECTION 1. That the Applicant's variance to Section 1163.06(b) of the Codified Ordinances is hereby _____.

SECTION 2. This order shall take effect and be in force from and after its passage.

PASSED: _____ 2022 _____
President of Council

ATTEST: _____
Clerk of Council

ORDINANCE NO. 2022-40

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR ACQUIRING, CONSTRUCTING, INSTALLING EQUIPPING, IMPROVING, MAINTAINING AND REPAIRING IMPROVEMENTS NECESSARY FOR MAKING IMPROVEMENTS TO ABATE EROSION ALONG PROPERTIES WITHIN THE CITY INCLUDED WITHIN THE LAKE COMMUNITIES SHORELINE SPECIAL IMPROVEMENT DISTRICT, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, property owners within the City petitioned Council to form a shoreline special improvement district to provide assistance in abating erosion along the shoreline of Lake Erie, and Council approved such petitions and joined in the formation of the Lake County Communities Shoreline Special Improvement District, Inc. (the SID);

WHEREAS, property owners within the SID have submitted special assessment improvement petitions to this Council in accordance with the Improvement Plan implemented by the SID requesting that erosion abatement improvements proceed on their properties and that the City levy special assessments upon their properties for the costs of those erosion abatement improvements pursuant to Chapters 727 and 1710 of the Revised Code; and

WHEREAS, this Council has declared the necessity and determined to proceed with the improvements as petitioned pursuant to its resolution heretofore adopted (the Resolution of Necessity and Determination to Proceed);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, LAKE COUNTY, OHIO, THAT:

SECTION 1. The special assessments for the cost and expense of acquiring, constructing, installing equipping, improving, maintaining and repairing improvements necessary for making improvements to abate erosion, together with all necessary appurtenances thereto (the "Improvements") pursuant to the Resolution of Necessity and Determination to Proceed on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed on the lots and lands provided for in the Resolution of Necessity and Determination to Proceed in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits, statutory limitations having been waived by the petitioning property owners. This Council finds and determines that the special assessments are in the same proportion to the estimated assessments as the actual cost of the Improvements is to the estimated cost of the Improvements as originally filed and upon which the estimated assessments were based.

SECTION 2. The special assessments shall be payable in cash prior to their certification to the County Auditor at the option of the owner, or shall be paid in 15 annual (30 semiannual) installments, with interest on the unpaid balance of each special assessment at the same rate as shall be borne by the bonds to be issued on behalf of the City and the SID, with such issuance hereby

requested by the City by and through such issuing authority as determined by the SID, in anticipation of the collection of the unpaid special assessments. All cash payments shall be made to or at the direction of the Director of Finance of the City. All special assessments remaining unpaid at the expiration of the cash payment period shall be certified by or at the direction of the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected.

SECTION 3. The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 20 days after its passage.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

SECTION 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City; and for the further reason that it is urgently necessary to undertake shoreline improvement projects as soon as possible to address shoreline erosion issues posing an imminent threat to the properties along the shoreline of Lake Erie; therefore, provided that it receives the affirmative vote at least 5 members elected to Council, this ordinance shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council
Mayor

Richard J. Regovich,

{10648537: }

ORDINANCE NO. 2022-41**AN ORDINANCE DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY DELINQUENT ACCOUNTS TO THE LAKE COUNTY AUDITOR AND LAKE COUNTY TREASURER FOR COLLECTION AS PROPERTY TAX AND DECLARING AN EMERGENCY.**

WHEREAS, Council has been advised that monies are due the City for services provided in the performance of grass cutting and debris removal upon properties commonly known as:

<i>444 E. 327th</i>	<i>\$600.00</i>
<i>30901 Lakeshore</i>	<i>\$224.26</i>
<i>435 East 319th</i>	<i>\$200.00</i>
<i>456 East 300th</i>	<i>\$200.00</i>
<i>30228 Thomas</i>	<i>\$200.00</i>
<i>236 East 284th</i>	<i>\$200.00</i>
<i>28520 Lakeshore</i>	<i>\$200.00</i>
<i>351 Clarmont</i>	<i>\$200.00</i>
<i>29349 Oakdale</i>	<i>\$200.00</i>
<i>30604 Clarmont</i>	<i>\$200.00</i>
<i>419 East 326th</i>	<i>\$200.00</i>
<i>30200 Harrison</i>	<i>\$200.00</i>
<i>28406 Gilchrist</i>	<i>\$400.00</i>
<i>271 E. 326th</i>	<i>\$200.00</i>
<i>443 Fairway</i>	<i>\$400.00</i>
<i>480 E. 330th</i>	<i>\$200.00</i>
<i>661 Dickerson</i>	<i>\$200.00</i>
<i>29104 Lakeshore</i>	<i>\$400.00</i>
<i>29250 Lakeshore</i>	<i>\$200.00</i>
<i>492 E. 305th</i>	<i>\$200.00</i>
<i>272 E. 324th</i>	<i>\$200.00</i>
<i>367 E. 329th</i>	<i>\$200.00</i>
<i>364 E. 330th</i>	<i>\$200.00</i>
<i>29401 Cresthaven</i>	<i>\$200.00</i>

WHEREAS, statements for said services in the amounts listed above have been forwarded to the individual owners of said properties and, to date, no payments have been received; and

WHEREAS, it has been recommended that said delinquency be placed upon the tax duplicate to be assessed against the subject real property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOWICK, LAKE COUNTY, STATE OF OHIO:

SECTION 1. That the Director of Finance is hereby authorized and directed to certify to the Lake County Auditor and the Lake County Treasurer for collection as property tax, those monies due the City of Willowick from the individual set forth in Exhibit "A" that is attached hereto and made a part hereof, same to be collected at the next immediate collection period.

SECTION 2. That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting and all deliberations of this Council, or any of its committees that resulted in such formal actions, 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 all Ordinances or parts thereof in conflict with the provisions of this Ordinance is hereby repealed.

SECTION 4. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED: _____, 2022

SUBMITTED to the Mayor for his approval
on _____, 2022

ATTEST:

Clerk of Council

President of Council

APPROVED by the Mayor on
_____, 2022

Mayor

EXHIBIT "A"

Name	Address	Parcel Number	Amount
Johnathan Simmans	444 E. 327 th	28-A-045-H-00-071-0	\$ 600.00
Shoregate Towers NS LLC	30901 Lakeshore	28-A-043-R-00-021-0	\$ 224.26
Rosetta Star McGill	435 East 319 th	28-A-044-E-01-022-0	\$ 200.00
SFR3-AIC LLC	456 E. 300 th	28-A-039-A-00-024-0	\$ 200.00
Fifth Third Bank	30228 Thomas	28-A-039-C-00-013-0	\$ 200.00
Louise Saeli	236 E. 284 th St	28-A-042-C-00-005-0	\$ 200.00
Eitan Greenwald	28520 Lakeshore	28-A-042-A-00-066-0	\$ 200.00
Ann Tartaglia	351 Clarmont	28-A-041-J-00-012-0	\$ 200.00
Jennifer Turk	29349 Oakdale	28-A-041-A-00-093-0	\$ 200.00
SFR-040-LLC	30604 Clarmont	28-A-043-Q-00-002-0	\$ 200.00
Sandra Kudunc	419 E. 326 th	28-A-045-H-00-090-0	\$ 200.00
Stefanic James	30200 Harrison	28-A-039-B-00-038-0	\$ 200.00
USN Homes LLC	28406 Gilchrist	28-A-042-E-00-005-0	\$ 400.00
Phillip Savelli LLC	271 E. 326 th	28-A-045-F-00-103-0	\$ 200.00
TSA Homes LLC C/O Eran Zwick	443 Fairway	28-A-041-F-00-027-0	\$ 400.00
David A. Dickard	480 E. 330 th	28-A-045-I-00-061-0	\$ 200.00
William J. Kustis	661 Dickerson	28-A-039-L-00-081-0	\$ 200.00
29100 Lakeshore Blvd	29104 Lakeshore Blvd	28-A-042-N-00-004-0	\$ 400.00
Green & Green Investments Inc	29250 Lakeshore Blvd	28-A-042-N-00-008-0	\$ 200.00
RP3CUY LLC	492 E. 305 th	28-A-039-I-00-012-0	\$ 200.00
Michelle Elliott	272 E. 324 th	28-A-045-A-00-024-0	\$ 200.00
Everett Angela	367 E. 329 th	28-A-045-G-00-074-0	\$ 200.00
SFR3-050 LLC	364 E. 330 th	28-A-045-G-00-035-0	\$ 200.00
Patricia Cork	29401 Cresthaven	28-A-042-D-00-007-0	\$ 200.00

ORDINANCE NO. 2022 - 42

AN ORDINANCE AMENDING ORDINANCE 2022- 8 TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND (101); STREET CONSTRUCTION MAINTENANCE & REPAIR FUND (202); SEWER REVENUE FUND (205); FIRE EMERGENCY RESCUE FUND (208); STREET IMPROVEMENT LEVY FUND (213); SENIOR CITIZENS LEVY FUND (220); AND LOCAL FISCAL RECOVERY/ARPA FUND (228) FOR CURRENT EXPENSES OTHER EXPENDITURES OF THE CITY OF WILLOWICK, STATE OF OHIO, DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2022, AND DECLARING AN EMERGENCY.

SECTION 1. Be it ordained by the Council of the City of Willowick, State of Ohio, that to provide for the current expenses and other expenditures of said City of Willowick during the calendar year ending December 31, 2022, that the following sums be and they are hereby set aside and appropriated as follows:

SECTION 2. That there be appropriated from the General Fund:

GENERAL FUND**Fire Prevention & Inspection****Other**

Vehicle Lease Payments	101.102.5434	25.00
Total Other Expense		25.00
Total Fire Department		25.00

Leisure Time Activities**Parks & Playgrounds****Other**

Vehicle Lease Payments	101.301.5434	1,625.00
Total Other Expense		1,625.00
Total Parks Department		1,625.00

Swimming Pools**Personal Services**

Wages - Leisure & Regular	101.302.5150	950.00
Total Wages & Salaries		950.00

P.E.R.S.	101.302.5220	500.00
Medicare	101.302.5260	10.00
Water	101.302.5322	2,000.00
Total Other Expense		2,510.00
Total Swimming Pools		3,460.00

Recreation Programs (including Camp)**Personal Services****Other**

Office Supplies	101.303.5521	1,000.00
Total Other Expense		1,000.00
Total Recreation		1,000.00

Mayor's Office**Other**

Hospitalization	101.701.5210	2,300.00
Total Other Expenses		2,300.00
Total Mayor's Office		2,300.00

Administrative Support Service Dept.**Other**

Vehicle Lease Payments	101.704.5434	1,500.00
Total Other Expense		1,500.00
Total Service Department		1,500.00

Civil Service Commission**Other**

Civil Service Operations	101.707.5317	5,000.00
Total Other Expense		5,000.00
Total Civil Service Commission Operations		5,000.00

Lands & Buildings**Other**

Hospitalization	101.708.5210	5,300.00
Total Other Expense		5,300.00
Total Lands & Buildings		5,300.00

Administrative Support**Other**

Charge for Income Tax Collections	101.711.5340	10,000.00
Total Other Expense		10,000.00
Total Administrative Support		10,000.00

TOTAL GENERAL FUND: 30,210.00

SECTION 3. That there be appropriated from the Street Construction, Maintenance & Repair Fund:

SCM&R FUND**Other**

Hospitalization	202.601.5210	17,000.00
Vehicle Lease Payments	202.601.5434	1,550.00
Total Other Expense		18,550.00
TOTAL SCM&R FUND		18,550.00

SECTION 4. That there be appropriated from the Sewer Disposal Water Pollution Control Fund (Sewer Revenue):

SEWER REVENUE FUND**Other**

Hospitalization	205.503.5210	2,850.00
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Vehicle Lease Payments	205.503.5434	1,750.00
Total Other Expense		4,600.00
TOTAL SEWER REVENUE FUND		4,600.00

SECTION 5. That there be appropriated from the Fire Emergency Rescue Fund:

FIRE EMERGENCY RESCUE FUND

Other

Vehicle Lease Payments	208.102.5434	75.00
Total Other Expense		75.00
TOTAL FIRE EMERGENCY RESCUE FUND		75.00

SECTION 6. That there be appropriated from the Street Improvement Levy Fund:

STREET IMPROVEMENT LEVY FUND

Other

Street Resurfacing & Repair	213.601.5367	5,000.00
County Treasurer Fees	213.711.5390	500.00
Total Other Expense		5,500.00
TOTAL STREET IMPROVEMENT LEVY FUND		5,500.00

SECTION 7. That there be appropriated from the Senior Citizens Center Fund:

SENIOR CITIZENS CENTER FUND

Other

Hospitalization	220.304.5210	600.00
Total Other Expense		600.00
TOTAL SENIOR CITIZENS CENTER FUND		600.00

SECTION 8. That there be appropriated from the Local Fiscal Recovery/ARPA Fund:

LOCAL FISCAL RECOVERY/ARPA FUND

Other

Small Equipment & Supplies	228.101.5430	1,050.00
Total Other Expense		1,050.00
TOTAL LOCAL FISCAL RECOVERY/ARPA FUND		1,050.00

TOTAL ALL FUNDS		60,585.00
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SECTION 9. That the Finance Director is hereby authorized to make expenditures or payments from any of the foregoing appropriations upon receiving proper certification and vouchers therefore, approved by the Board of Officers authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick and Section 121.22 of the Ohio Revised Code.

SECTION 11. That the Clerk of Council be and she is hereby requested to deliver a certified copy of this Ordinance to the Lake County Auditor.

SECTION 12. That this Ordinance is hereby declared and determined to be an emergency measure necessary for the preservation of the public peace, health and safety of said City for the reason that immediate provision must be made for the appropriation herein provided for and it shall, therefore, be in effect immediately upon its approval by the Mayor of the City.

PASSED: _____, 2022

Submitted to the Mayor for his approval
on _____, 2022

ATTEST:

Council President

Approved by the Mayor on
_____, 2022

Clerk of Council

Mayor

RESOLUTION NO. 2022-21

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE WILLOWICK LODGE NO. 116 (DISPATCHERS), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) have agreed to modify the terms of the Dispatch Collective Bargaining Agreement effective January 1, 2022 through December 31, 2024 to ensure uniformity in the application of probationary policies within the Police Department for its personnel;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Willowick, County of Lake, and State of Ohio:

Section 1. That the Mayor of the City of Willowick is hereby authorized to enter into the written Memorandum of Understanding with the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) in a form substantially similar to the Memorandum of Understanding annexed as Exhibit A and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Memorandum.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of the municipal police department; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council

Richard J. Regovich, Mayor

Memorandum of Understanding

This memorandum of understanding is entered into this _____ day of September, 2022, by and between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) (collectively, “the parties”).

The purpose of this memorandum is to strike Article 4 of the Collective Bargaining Agreement originally entered into and for the term effective January 1, 2022 to December 31, 2024, captioned “Probationary Period.”

WHEREAS, the parties recognize that the parties acknowledge that the matters contained herein are those that are to be collectively bargained;

Now, therefore, it is hereby authorized and agreed to by all parties to this Memorandum of Understanding as follows:

1. The City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) hereby agree that the following contract language shall be struck and removed from the Collective Bargaining Agreement referenced above:

ARTICLE 4 PROBATIONARY PERIOD

4.01. All newly hired Bargaining Unit employees shall serve an initial probation period. This period shall be established as one (1) year. While serving in the probationary period, it is the Employer’s sole and exclusive right in determining to retain, promote, demote, discipline, or discharge such employees. Such actions shall not be appealable through the grievance procedure contained herein.

4.02 If a probationary employee’s employment is terminated for any reason during the probationary period and such former employee is later rehired, the employee will be considered a new employee, subject to a new probationary period.

2. This Memorandum of Understanding shall be deemed and considered for all legal and relevant purposes an addendum to the Collective Bargaining Agreement and does not alter, change, or modify the Collective Bargaining Agreement currently in place and effect between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) effective January 1, 2022 to December 31, 2024, except as expressly stated herein.

3. The parties agree that this Memorandum shall terminate upon the expiration of the Collective Bargaining Agreement effective January 1, 2022, to December 31, 2024
4. The parties agree that this document shall not be used in any way as a precedent under any other circumstance, including but not limited to and all future negotiations and finalization of any collective bargaining agreements between any of the parties hereto. The modifications made and the terms of this agreement will not be considered a past practice or modification of existing practices.

This memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this memorandum of understanding to be duly executed with full capacity and authority to bind their respective members and shall take immediate effect upon execution by all parties.

CITY OF WILLOWICK:

RICHARD J. REGOVICH,
Mayor

Date

BRIAN TURNER
Chief of Police

Date

As to form:

LAW DIRECTOR

Date

FRATERNAL ORDER OF POLICE
WILLOWICK LODGE NO. 116
DISPATCHERS

President

Date

RESOLUTION NO. 2022 - 23

A RESOLUTION ACCEPTING THE RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, this Council in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, the Budget Commission of Lake County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, LAKE COUNTY, OHIO:

SECTION 1. That the rates as determined by the Budget Commission in its certification be and the same are hereby accepted.

SECTION 2. That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitations as follows for the City of Willowick.

	County Auditor's Estimate of Tax Rate to be Levied	
	<u>Inside 10 Mill Limit</u>	<u>Outside 10 Mill Limit</u>
General Fund	2.55	7.50
Bond Retirement Fund	.15	
Street Lighting Fund		.75
Fire Emergency Rescue Fund		2.50
Safety Improvement Levy		1.50
Recreation Fund		.50
Street Improvement Levy		3.00
Police Pension	.30	
Sanitary & Storm Sewer	—	<u>1.00</u>
	3.00	16.75

SECTION 3. That the clerk of this Council be and she hereby is instructed to Certify a copy of this Resolution to the County Auditor of said County.

PASSED: _____, 2022

**Submitted to the Mayor for his
approval on _____, 2022**

ATTEST:

President of Council

Approved by the Mayor on
_____, 2022

Clerk of Council

Mayor

RESOLUTION NO. 2022-24

A RESOLUTION DECLARING IT NECESSARY AND DETERMINING TO PROCEED WITH ACQUIRING, CONSTRUCTING, INSTALLING EQUIPPING, IMPROVING, MAINTAINING AND REPAIRING IMPROVEMENTS NECESSARY FOR MAKING IMPROVEMENTS TO ABATE EROSION ALONG PROPERTIES WITHIN THE CITY INCLUDED WITHIN THE LAKE COUNTY COMMUNITIES SHORELINE SPECIAL IMPROVEMENT DISTRICT, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, property owners within the City petitioned Council to form a shoreline special improvement district to provide assistance in abating erosion along the shoreline of Lake Erie, and Council approved such petitions and joined in the formation of the Lake County Communities Shoreline Special Improvement District, Inc. (the SID);

WHEREAS, property owners within the SID have submitted special assessment improvement petitions to this Council in accordance with the Improvement Plan implemented by the SID requesting that erosion abatement improvements proceed on their properties and that the City levy special assessments upon their properties for the costs of those erosion abatement improvements pursuant to Chapters 727 and 1710 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, LAKE COUNTY, OHIO, THAT:

SECTION 1. It is hereby declared necessary to improve in the City of Willowick the properties listed on Attachment A hereto and incorporated by reference hereby (collectively, the “Assessment Properties”) by acquiring, constructing, installing equipping, improving, maintaining and repairing improvements necessary for making improvements to abate erosion, together with all necessary appurtenances thereto (the “Improvements”). It is hereby further determined to proceed with the Improvements as described herein.

SECTION 2. The plans, specifications and profiles of the Improvements and the estimates of cost of the Improvements as set forth in the Improvement Petitions filed by the owners of the Assessment Properties to be improved and assessed and now on file in the office of the Clerk of this Council, are adopted and approved. It is hereby determined to proceed with the Improvements which shall be made and in accordance with those plans, specifications, profiles and estimates of cost for the Improvements and with the route and termini and other details and descriptions as set forth therein.

SECTION 3. This Council finds and determines that the Improvements constitute “public improvements” and “shoreline improvement projects” under Section 1710.01 of the Revised Code and are conducive to the public health, convenience and welfare of this City and its inhabitants, and the lots and lands to be assessed as described in Section 4 are specially benefited by the Improvements.

SECTION 4. The entire cost of the Improvement for each parcel shall be assessed in proportion to the benefits that may result from the Improvement upon each the Assessment Property.

SECTION 5. All claims for damages resulting from the Improvements that have been legally filed shall be inquired into after completion of the Improvements, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

SECTION 6. The special assessments to be levied on the Assessment Properties shall be paid in 15 annual (30 semiannual) installments, with interest on the unpaid balance of each special assessment at the same rate as shall be borne by the bonds to be issued on behalf of the City and SID, with such issuance of bonds hereby requested by the City by and through such issuing authority as determined by the SID, in anticipation of the collection of the unpaid special assessments; provided that, the owners of the Assessment Properties may pay all or a portion of the special assessment in cash prior to its certification for collection with the County Auditor.

SECTION 7. The Clerk of Council shall deliver a certified copy of this resolution to the County Auditor within 15 days after its passage.

SECTION 8. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

SECTION 9. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City; and for the further reason that it is urgently necessary to undertake shoreline improvement projects as soon as possible to address shoreline erosion issues posing an imminent threat to the properties along the shoreline of Lake Erie; therefore, provided that it receives the affirmative vote at least 5 members elected to Council, this resolution shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

**Angela Trend, Clerk of Council
Mayor**

Richard J. Regovich,

ATTACHMENT A – ASSESSMENT PARCELS

Those parcels identified in the land records of the County of Lake, Ohio as follows:

1. Permanent Parcel No. 28-A-045-J-00-005-0 (Frederick Audi; 32319 Lakeshore Blvd., Willowick, Ohio)
2. Permanent Parcel Nos. 28-A-042-D-00-003-0 and 28-A-042-D-00-004-0 (Devin Paullin; 29307 Cresthaven Drive, Willowick, Ohio)

RESOLUTION NO. 2022 - 25
A RESOLUTION TO APPROVE AUTHORIZATIONS (THEN AND NOW CERTIFICATE)
TO LAKETRAN IN THE AMOUNT OF \$5,000., FOR THE CITY OF WILLOWICK, AND
DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code 5705.41(D)(1) provides that if prior certification of funds by the Fiscal Officer was not obtained before the contract or order involving the expenditure of money was made, then the Fiscal Officer may instead certify; and

WHEREAS, that there was at the time of the making of such contract or order and at the time of the execution of such certificate, a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund, free from any previous encumbrances; and

WHEREAS, the Fiscal Officer is accordingly certifying that there were appropriations available and funds in the treasury or in the process of collection at the time the contract or order was made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now); and

WHEREAS, the amount of the certificate exceeds \$3,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Willowick, County of Lake, and State of Ohio that:

Section 1. It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of execution of this certificate, the amount of funds required to pay this contract(s) or order(s) has been appropriated for the purpose of this contract or order, attached hereto, and is in the treasurer or in the process of collection to the credit of the fund free from any previous encumbrances.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick; and so that the certificate meets the timeliness requirement of the Ohio State Auditor; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____, 2022

Robert Patton, President of Council

SUBMITTED to the Mayor for his approval
on _____, 2022

APPROVED by the Mayor on
_____, 2022

ATTEST:

Angela Trend, Clerk of Council

Richard J. Regovich, Mayor

Res. 2022-25

Item #15.



1-888-LAKETRAN | www.laketrans.com

555 Lakeshore Blvd. Painesville Twp., OH 44077

Invoice

Invoice Number: 0019296-IN

Invoice Date: 7/19/2022

City of Willowick
30435 Lakeshore Blvd
Willowick, OH 44095

Customer Number: WILCIT

Contact:

Terms: Due Upon Receipt

Item Code	Description	UM	Quantity	Price	Amount
M	TLCI - Environmental Design				5,000.00
Local share for TLCI Vine St Corridor					

213-601-5568

Contact Finance & Payroll Specialist
Megan Sattler (440) 350-1003 with any questions.

Net Invoice:	5,000.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	5,000.00

Laketrans
 Laketrans
 Laketransbu

NOTICE TO LEGISLATIVE
AUTHORITY

SEP 12 2022

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3166

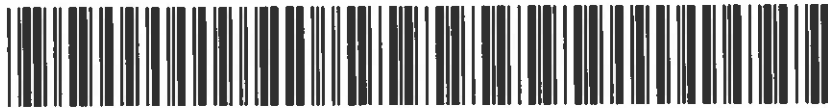
Item #16.

TO

0929730		TRFO		FHA GOUP LLC DBA ALESCIS IMPORTED FOODS 29730 LAKE SHORE BLVD WILLOWICK OHIO 44094
PERMIT NUMBER		TYPE		
10	01	2021		
ISSUE DATE				
09	06	2022		
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
43	187	C	F28318	
TAX DISTRICT			RECEIPT NO.	

FROM 09/08/2022

0909521				BRALAN CO DBA ALESCIS IMPORTED FOODS 29730 LAKE SHORE BLVD WILLOWICK OHIO 44094
PERMIT NUMBER		TYPE		
10	01	2021		
ISSUE DATE				
09	06	2022		
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
43	187			
TAX DISTRICT			RECEIPT NO.	



MAILED 09/08/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/11/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES. C TRFO 0929730

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF WILLOWICK CITY COUNCIL
30435 LAKESHORE BLVD
WILLOWICK OHIO 44095

SEP 13 2022

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

Item #17.

89500500005		NEW		TOBACCO & BEVERAGE LLC DBA TOBACCO EXPRESS 30740 LAKESHORE BLVD WILLOWICK OH 44095	
PERMIT NUMBER		TYPE			
ISSUE DATE					
08 26 2022					
FILING DATE					
C1				PERMIT CLASSES	
43	187	C	D53113		
TAX DISTRICT		RECEIPT NO.		FROM 09/07/2022	

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			



MAILED 09/07/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/11/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 8950050-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF WILLOWICK CITY COUNCIL
30435 LAKESHORE BLVD
WILLOWICK OHIO 44095

Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
-

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

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

AGREEMENT

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

1. DEFINITIONS

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

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware** ” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware** ” excludes the Embedded Software

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

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

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

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

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, 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. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

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

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

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

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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

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

2.4 Usage Restrictions.

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

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock rea-

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

2.7 Installation Services.

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism,

weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the

Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

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

3. RESTRICTIONS AND RESPONSIBILITIES

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

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same

security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by 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. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will auto-

matically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

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

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

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial in-

voice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

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

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial 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**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal***

*Term”, and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

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

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

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

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS

IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

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

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBIL-

ITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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

8.4 Indemnity. Intentionally Omitted

9. RECORD RETENTION

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

10. MISCELLANEOUS

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

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

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

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

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

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

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

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

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

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

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

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

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

Agency: OH - Willowick PD Legal Entity Name:	Contact Name: Brian Turner
Address: 30435 Lake Shore Blvd Eastlake, Ohio 44095	Phone: (440) 585-1234 E-Mail: bturner@cityofwillowick.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Falcon	\$5,000.00	3.00	\$15,000.00
Standard Implementation Fee	\$350.00	3.00	\$1,050.00

(Includes one-time fees)

Year 1 Total: \$8,550.00

Recurring Total: \$7,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

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

FLOCK GROUP, INC.

Agency: OH - Willowick PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

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

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, 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 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

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

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

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

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

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

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, 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.

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

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

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

1.18 “**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.

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

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

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

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**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.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on

the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

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

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (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 any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP 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, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service 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 Agency 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 Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and

positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency**”).

Installation Obligations). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, 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 tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions,

including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) 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 materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate

that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such

Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by 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. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty

(30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

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

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently

lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

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

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power

blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 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.

9.3 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.

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

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

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

9.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in 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.

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

9.10 **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.

9.11 **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, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL: