## City of Hannibal

### OFFICIAL COUNCIL AGENDA

Tuesday, October 1, 2024 Council Chambers 7:00 p.m.

Meetings are open to the public, however, if you would like to view the meeting, you may do so using the following instructions:

City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

- 1. Type in www.youtube.com in the web browser
  2. Type in City of Hannibal in the "Search" bar and hit Enter and hit the magnifying glass on the right side of the search bar.
  3. Click on "City of Hannibal" or the city of Hannibal crest.
  4. During the City Council meeting, there will be a red Thumbnail with the word "Live" on it.
  5. Click on the Thumbnail to
- watch the meeting.
  6. The meeting may be viewed on the website in its entirety after the meeting.

**ROLL CALL** 

**CALL TO ORDER** 

**INVOCATION** 

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF PAYROLL AND CLAIMS Second Half- September 2024

PUBLIC COMMENTS
3 Minutes/ Sign Up Required

## JASON NOLAND - HANNIBAL PUBLIC SCHOOL Re: Request, Street Closures/ Homecoming Parade Wednesday, October 23, 2024, 5:15 p.m.- 6:45 p.m.

SARA ROTHWEILER - HANNIBAL JAYCEES

Re: Request, Street Closures - Annual Halloween Parade
Saturday, October 26, 2024, 5:30 p.m.- 7:30 p.m.

**Re: Request, Street Closures - Annual Christmas Parade** Saturday, December 7, 2024, 5:30 p.m.- 7:30 p.m.

## ANDY DORIAN – DIRECTOR, CENTRAL SERVICES Re: Traffic Committee Recommendation

• Road Closures - Sections of Colfax

#### Re: Bid Award for Sell of 2303 Hope

Enrique R. Chacon - \$2,311 (Resolution No.2519-24, to follow, for approval)

JACOB NACKE – POLICE CHIEF Re: Bid Award for ALPR - Automatic License Plate Readers Flock Safety - \$93,100 (total for 3 years)

#### **BILL NO. 24-022**

# AN ORDINANCE OF THE CITY OF HANNIBAL REZONING A TRACT OF LAND IN PART OF OUT LOT FORTY-FIVE (45) IN THE CITY OF HANNIBAL, FROM B-MULTIPLE FAMILY TO F-INDUSTRIAL AND AMENDING THE CITY'S ZONING MAP ACCORDING

Second and Final Reading

#### **BILL NO. 24-023**

## AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE FISCAL YEAR 2024/2025 PAYROLL ORDINANCE (NO. 1) RELATIVE TO THE CORRECTION TO THE CITY COLLECTOR SALARY

Second and Final Reading

## **RESOLUTION NO. 2519-24**

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SALES AGREEMENT AND SPECIAL WARRANTY DEED TO ENRIQUE R. CHACON FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 2303 HOPE FOR THE AMOUNT OF \$2,311.

**ADJOURNMENT** 



Return to:

Office of the City Clerk Attn: Britta Doaley 320 Broadway Hannibal, MO 63401 Ph. (573) 221-0111 ext. 221 Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION (Council Meetings are the 1st & 3rd Tuesdays of each month) Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date:	/17/24 Date	you wish to be placed	on Agenda:	10/1/24
	Hannibal High School	Special Event;	Homeco	ming Parade
	October 23, 2004 2024			
Description of Acti	vity: Parade for Homecon	ning that will include m	arching ban	d, student floats with trucks
and students	walking			· · · · · · · · · · · · · · · · · · ·
Primary Contact Pe	erson(s): Jason Noland		Cell Phone:	573-719-6998
Work Phone: 57	3-221-2793 <b>6-mail</b> :	jnoland@hannibal60.c		
	(location, etc.): Street barricad			
and 10th - 4th St	eet.	odistronomico de un como como como como como como como com	· · · · · · · · · · · · · · · · · · ·	
Police: Block Bro	adway and Grand East bound traf			
		TAL COMMENTS (office		
Police: No concer	ns from HPD. The cost is appro	ximate for the overtin	ne of	Dept. Cost: \$495.00
the officers.				-Lieutenant Wilt
No issue with	n this event.			Dept. Costi 0
			······································	-Chief Neisen
BPW: No comme	nt was made from the HBPW.		D	lept. Cost: 0

Dept. Cost: 0
-Building Inspector's Office
Dept. Cost: 0
-C. Collier
Dept. Cost: 0
-C. Collier
Dept. Cost: 0
-T. O'Cheltree
Dept. Cost: 0
-Clerk's Office



## Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
  Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
  Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

By

177 (a

Title

Date



## CITY OF HANNIBAL

## **Special Event Safety Plan**

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657 L. **GENERAL** Date of Event 10/23/24 **HHS Homecoming Parade Event Name** Broadway/ Grand travel east to Location/Address/Facility Name Broadway/Main **Expected Number of Attendees: PURPOSE** 11. A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency. B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required. m. **ASSUMPTIONS** The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police. IV. **BASIC PLAN** A. EAP Event Representative The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Jason Noland

Cell Phone: 573-719-6998

## **B.** Emergency Notification

1.	In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.	
2	Will on-sight EMS be provided?  Ves No	
3,	Will on-site security be provided?  Wes No	
	Brian Allen (HPD) 573-795-6140  If yes, contact name and phone	
C. Severe	Weather	
1.	Weather forecasts and current conditions will be monitored throughout the entirety of the event.	
2.	Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.	
3,	<u>During the event</u> – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.	
4.	There are limited provisions for sheltering participants in the event of severe weather.	
D. Fire		
1,	Has a specific hazard been identified as an increased risk of fire at this event?  Ves No	
	If yes, what has been identified?	
2.	Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.	
3.	Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.	
4.	Should an incident occur that requires the Fire Department, CALL 911. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.	

various and include those that are heat-re	alated as well as traumatic injuries
2. Are there limited provisions for on-site Er	nérgency Medical Services at this event?
F. Law Enforcement	
<ol> <li>Has a need for constant Law Enforcement</li> <li>Yes No</li> </ol>	presence been identified at this event?
G. Emergency Vehicle Access	
1. Access to emergency vehicles will be main	ntained at all times.
2. Fire lanes and fire hydrants will not be ob	structed.
3. Participants and spectators will be direct protective features, sidewalks, or public t	ed to park in approved areas and not to obstruct hroughways.
4. Crowd control will be managed by:  Staff or On-site Security	
V. CONTACT INFORMATION	
Primary Contact: Jason Noland	Cell Phone: 573-719-6998
Secondary Contact: Ted Sampson	Cell Phone: 573-719-6998 Cell Phone: 573-406-8626
	gency

E. Medical Emergencies



Return to:
Office of the City Clerk
Attn: Britta Dooley
320 Broadway Hannibal, MO 63401
Ph. (573) 221-0111 ext. 221
Email to: bdooley@hannibal-mo.gov

## SPECIAL EVENT APPLICATION

(Council Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of each month)
[Deadline for Submission: Wednesday, Prior to Council Meeting]

Today's Date: Sept. 20, 2024 Date you wish to be placed on /	Agenda: 001 1 2024
Your Organization: Hannibal Jayces Special Event: pay	ade - Halloween
Date(s) of Event: October 210, 2021 Requested Times (fro	m-to): 5:30 pm - 7:30 pm
Description of Activity: A parade for the community	to celebrate
Halloween and raise money for the Chi	ldren's advocacy
Center.	
Primary Contact Person(s): Saya Rothwester Cel	Phone: (673) 603-4184
Work Phone: NA E-mail: YOTHWEILEY. S@ ho	Amail com
Assistance Needed (location, etc.): Street closures on Broad	dway from
Grand ave to Main Street and North M	ain street to North
Street. The Jayeee float will turn the	rit onto South Main
with the rest of the parade proceeding	g up North Main
DEPARTMENTAL COMMENTS (office Use	<b>∌</b> }
Police: No concerns from HPD. The cost is approximate overtime pay of	of the Dept. Cost: \$594.00
officers.	-Lieutenant Wilt
Fire: No issue with this event.	Dept. Cost: 0
	-Chief Neisen
BPW: HBPW has no concerns with this event.	Dept. Costi 0
	- D. Gordon

Building Inspector: No comments or concerns.	Dept, Cost: 0	
	-Building Inspector's Office	
Parks: No concerns from parks.	Dept. Cost: 0	
	-C, Collier	
Streets: No concerns from streets.	Dept. Cost: 0	
	-C. Collier	
Tourism; No concerns.	Dept. Cost: 0	
	-T, O'Cheltree	
Administration: All documents on file in the Clerk's Office.	Dept. Cost: 0	
	-Clerk's Office	

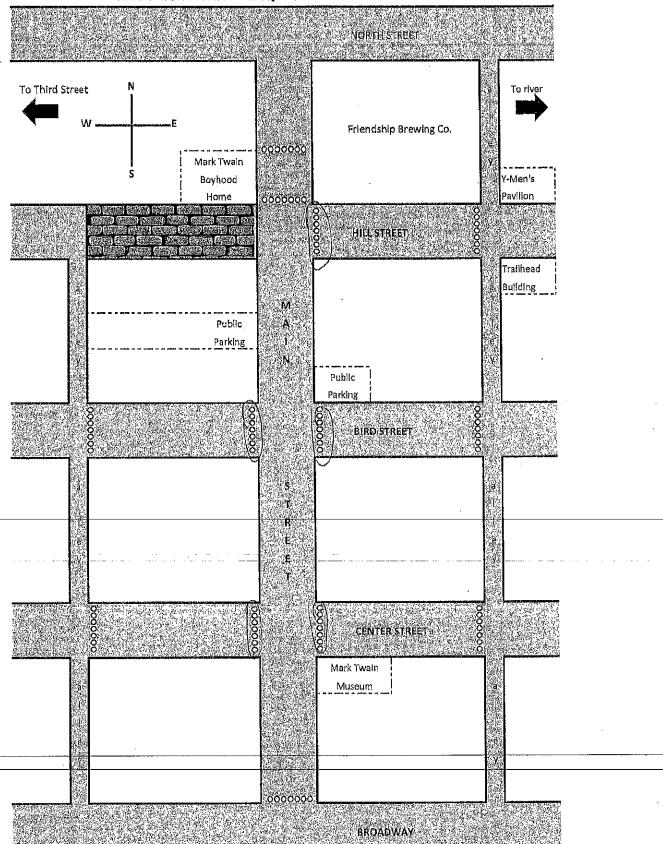


## Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
  Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
  Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Sara Rothweiter	
Ву	•
Parade Chairman	Sept. 20, 2024
Title	Date

#### HISTORIC DISTRICT - REQUESTED STREET CLOSURES



OOOOOOIndicates the optional road closures, ONLY circle those where you request to have the road closed: If you wish to have boliards in place rather than barricades please specify.



## **CITY OF HANNIBAL**

## **Special Event Safety Plan**

	Questions or inquiries: Contact Hannibal Fire Department @ 573-221-0657
1.	GENERAL
	Event Name Halloween Parade Date of Event October 20, 2024
	Location/Address/Facility Name Broadway, Main Street
	Expected Number of Attendees: 500
11,	PURPOSE
	A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event In preparation for and those required during an emergency.
	B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical
	Emergencies, Severe Weather, or situations where Law Enforcement is required.
III.	ASSUMPTIONS
	The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.
IV.	BASIC PLAN
	A. EAP Event Representative
	The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:
	Primary Contact: Sara Rothweiter
	Cell Phone: (573) (203-4184

В,	Emerge	ency Notification
	1.	In the event of an emergency, notification of the emergency will be through 911. The caller

		should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.
	2.	Will on-sight EMS be provided?  Ves No
		If yes, contact name and phone
	3.	Will on-site security be provided?  Yes No
•		If yes, contact name and phone
c.	Severe	e Weather
	1.	Weather forecasts and current conditions will be monitored throughout the entirety of the event.
	2.	Before the event — If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
	3,	<u>During the event</u> – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
	4.	There are limited provisions for sheltering participants in the event of severe weather.
<b>D.</b>	Fire	
	1.	Has a specific hazard been identified as an increased risk of fire at this event?  Yes No
		If yes, what has been identified?
	2.	Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
	3,	Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
	4,	Should an Incident occur that requires the Fire Department, CALL 911. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

2. Are there limited provisions for on-site Emergency Medical Services at this event?
Yes No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number On-site EMS officer or 911 Dispatch
F. Law Enforcement
1. Has a need for constant Law Enforcement presence been identified at this event?  Yes No
<ol> <li>Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.</li> <li>On-site Security or 911 Dispatch for Law Enforcement</li> </ol>
G. Emergency Vehicle Access
1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
<ol> <li>Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public throughways.</li> </ol>
4. Crowd control will be managed by:  Staff or On-site Security
V. CONTACT INFORMATION
Primary Contact: Sara Rothweiter Cell Phone: (573) 1003-4184
Secondary Contact: Bobi Stevens Cell Phone: (573) 795-5299
Dial 911 in case of emergency

E. Medical Emergencies



Return to:

Office of the City Clerk Attn: Britta Dooley 320 Broadway Hannibal, MO 63401 Ph. (573) 221-0111 ext. 221 Ernail to: bdooley@hannibal-mo.gov

## SPECIAL EVENT APPLICATION

(Council Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of each month)

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: Sept. 20, 2024 Date you wish to be placed on Agenda: Oct. 1, 2024
Your Organization: Hannibal Jaycees special Event: Onristmas Parade
Date(s) of Event: Dec. 7, 2024 Requested Times (from to): 5:30 pm - 7:30 pm
Description of Activity: Or parade for the community to celebrate Christmas
and contribute to Toys for Tots. (Donation of toys from
registration.)
Primary Contact Person(s): Sala Rothweller Cell Phone: (573) (203-4184
Work Phone: (573) 603-4184 E-mail: rothweiler. 5@ hotmail.com
Assistance Needed (location, etc.): Street closures on Broad way from Grand
ave to Main Street and North Main Street to North Street.
DEPARTMENTAL COMMENTS (office Use)
Police: No concerns from HPD. The cost is approximate overtime pay of the Dept. Cost: \$594.00
officers.
Fire: No issue with this event.  Dept. Cost: 0
-Chief Neisen
BPW: The HBPW has no issues with this event.  Dept. Cost: 0
-D. Gordon

Building Inspector:  No comments or concerns.	Dept. Cost:
	-Building Inspector's Office
Parks: No concerns from parks.	Dept. Cost: 0
	-C. Collier.
Streets: No concerns from streets.	Dept. Cost: 0
	-C. Collier
Tourism: No concerns.	Dept. Cost: 0
	-T. O'Cheltree
Administration: All documents on file in the Clerk's Office.	Dept. Cost: 0
	-Clerk's Office

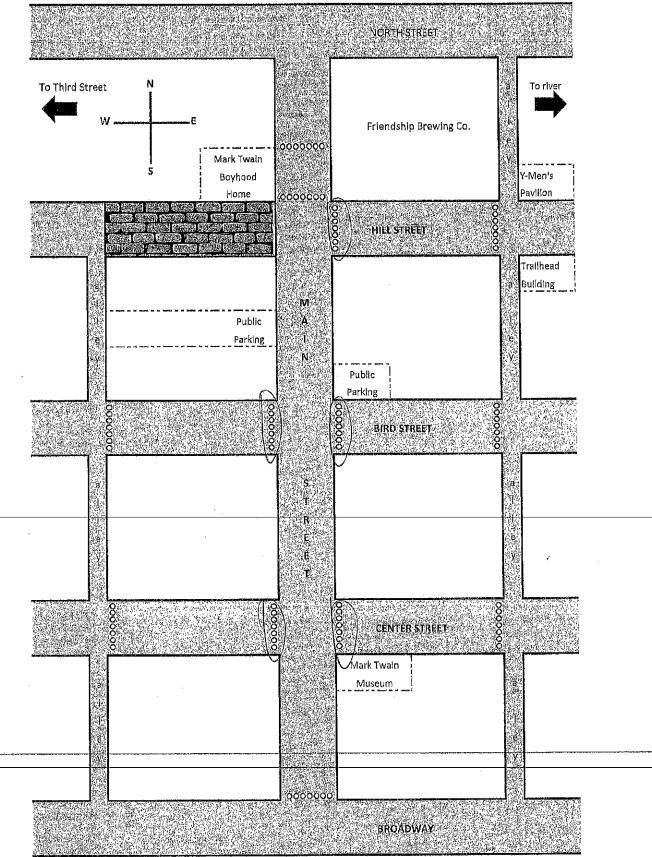


## Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
  Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
  Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
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- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Sara Rothweiter	
Ву	
Parade Chairman	Sept-20,2024
Title	Date

#### HISTORIC DISTRICT - REQUESTED STREET CLOSURES



OOOOOO Indicates the optional road closures, ONLY circle those where you request to have the road closed. If you wish to have bollards in place rather than barricades please specify.



## **CITY OF HANNIBAL**

## Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

1.	GENERAL
	Event Name Christmas Parade Date of Event Dec. 7, 2024
	Location/Address/Facility Name Broadway, Main Street
	Expected Number of Attendees: 500
<b>][.</b> ·	PURPOSE
	A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
	B. Flexibility must be exercised when implementing this plan because of the wide variety of potential
	hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.
m,	ASSUMPTIONS
,	The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.
IV.	BASIC PLAN
	A. EAP Event Representative
	The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:
	Primary Contact: Sara Rothweller
	Cell Phone: (573) (e03-4184)

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.  2. Will on-sight EMS be provided?    Ves   No			
should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with caliback number.  2. Will on-sight EMS be provided?	В.	Emerge	ency Notification
If yes, contact name and phone  3. Will on-site security be provided?  If yes, contact name and phone  If yes, contact name and phone  C. Severe Weather  1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.  2. Before the event — If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.  3. During the event — If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.  4. There are limited provisions for sheltering participants in the event of severe weather.  D. Fire  1. Has a specific hazard been identified as an increased risk of fire at this event?  Yes \int No  If yes, what has been identified?		1.	should have the following information available to give to the 911 dispatcher; nature of the
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Yes No  If yes, what has been identified?	D	. Fire	
		1.	
			If yes, what has been identified?
<ol><li>Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.</li></ol>		ว	can use the safe was of Doutable Eight Evelopuichare

3. Any food vendors will be inspected when appropriate by the fire code and must meet

4. Should an incident occur that requires the Fire Department, CALL 911. The caller should have the following information available to give the 911 dispatcher: Nature of the

emergency, location, and contact person with a callback number.

permitting requirements.

1.	As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2.	Are there limited provisions for on-site Emergency Medical Services at this event?  Yes No
<b>3.</b>	Should an incident occur that requires Emergency Medical Services, contact as Indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number  On-site EMS officer or 911 Dispatch
F. Law Er	nforcement
<b>1</b> ,	Has a need for constant Law Enforcement presence been identified at this event?  Yes No
2.	Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.  On-site Security or 911 Dispatch for Law Enforcement
_	ency Vehicle Access
1.	Access to emergency vehicles will be maintained at all times.
2.	Fire lanes and fire hydrants will not be obstructed,
3.	Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public throughways.
· 4.	Crowd control will be managed by:  Staff or On-site Security
v. CONTACT INFORM	MATION
Primary Contact: SOY	a Rothweiter cell Phone: (573) 403-4184
Secondary Contact: Box	oi Stevens cell Phone: (573) 795-5299
	Dial 911 in case of emergency

E. Medical Emergencies

Andrew Dorian Director of Central Services City of Hannibal 320 Broadway Hannibal, MO 63401

Ph: 573-221-0154 Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 9/18/2024

RE: Traffic Committee Recommendation

The Traffic Committee recently met to discuss potential road closures on Colfax Avenue (i.e. behind the Street Department/Printex area).

The street in this location is in very bad shape and has little to no traffic. In addition we have numerous incidents in this area of illegal dumping and illegal vehicle camping.

The proposed road closures are;

- Colfax from 7th to South 9th intersection, leaving open the road into the old Hoskins Scrap Metal Facility
- Colfax from 9th to S. Maple intersection
- Colfax from Munger to Lemon intersection

Colfax from S. Maple to Munger will remain open so that the property owners will still have access to their properties.

The Street Department is also scheduled to repave;

- Colfax from S. Maple to Munger
- Ledford from Warren Barrett to Lemon
- Lemon from Warren Barrett to Colfax
- Munger from Ledford to Colfax

This plan will close down streets that are not currently necessary and re-pave needed roads so all owners can still access their properties.

If approved the Street Department will install jersey barriers at these location.

In the future if the City Council would like to re-open these roads for any reason a simple majority vote is all that would be needed.

A map is attached showing the location of the road closures and upcoming paving projects.



#### RESOLUTION NO. 2519-24

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SALES AGREEMENT AND SPECIAL WARRANTY DEED TO ENRIQUE R, CHACON FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 2303 HOPE FOR THE AMOUNT OF \$2,311.

WHEREAS, the City of Hannibal is the owner of a vacant lot at 2303 Hope, and

WHEREAS, Enrique R. Chacon would like to purchase this property and submitted the high bid of \$2,311, and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL, MISSOURI.

**SECTION ONE:** That the Mayor is hereby authorized to execute a sales agreement and Special Warranty Deed on behalf of the City of Hannibal for the sale of a vacant lot at 2303 Hope in the amount of \$2,311 to Enrique R. Chacon.

**SECTION TWO:** This resolution shall be effective immediately upon its adoption and approval.

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ADOPTED THIS 1st DAY OF OCTOBER 2024.

APPROVED THIS 1st DAY OF OCTOBER 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154 Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 9/19/2024

RE: 2303 Hope Lot Purchase

The Department of Public Works recently went out for bid for the sale of city owned property at 2303 Hope

We received two bids with Enrique R. Chacon submitting the high bid of \$2,311.

A title report was completed showing no deed restrictions or liens.

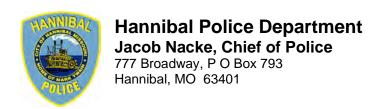
In addition, the following covenants will be placed on the property.

#### COVENANTS AND RESTRICTIONS

- 1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, and under no circumstances shall they be allowed to reach the status of a common law public nuisance or a nuisance in violation of Hannibal City Ordinances.
- 2. The property shall be utilized on in accordance with the laws of the State of Missouri and the zoning ordinances of the City of Hannibal. No unlawful uses shall be allowed.

- 3. All taxes on the property, including federal, state, county or city shall be kept paid and current at all times.
- 4. These covenants and restrictions shall touch and concern the land, and shall be binding upon all subsequent title holders.

This resolution would authorize the Mayor to execute the Transfer of Real Estate Contract and Special Warranty Deed for the sale of 2303 Hope for \$2,311 with Enrique R. Chacon.



Chief's Office (573) 221-7111 Police Department (573) 221-0987 Department Fax (573) 221-3966 Confidential Fax (573) 406-1535 E-mail chief@hannibalpd.com

September 25<sup>th</sup>, 2024

Dear Mayor Louderman and Council Members,

As technology continues to evolve we constantly look to the future to see how we can become more productive and efficient as a department. One way to harness new technology is by the use of Automatic License Plate Readers (ALPR). ALPR's capture computer-readable images of license plates, allowing officers to compare the plate numbers against those that are entered as stolen or wanted in national databases such as NCIC.

ALPR technology can help officers develop leads in burglary cases, robberies, property damage, and Amber Alerts. While more citizens are installing surveillance cameras, the product often produces grainy images which are hard to identify. ALPR technology can collect readable plate information which can be used to quickly develop leads and be shared to officers.

In September the Hannibal Police Department went out for bid on ALPR technology in the form of a three year service agreement. We received the following bid:

Flock Safety \$93,100 (3yr Total) \$33,100 year 1, \$30,000 for year 2&3.

Flock Safety's bid of \$93,100 is a three-year contract total with the first year being \$33,100, and subsequent years 2-3 being \$30,000. The higher year one cost reflects one-time installation fees, which would be needed to place the physical devices. This project (year 1) is currently allocated in the current fiscal year police budget.

I request the council accept the bid from Flock Safety and authorize the mayor to sign a service agreement for the installation of ALPR technology.

Thank You,

Jacob Nacke Chief of Police



## CITY OF HANNIBAL, MISSOURI BID TABULATIONS

Project Number: PLATEREADERHPD

Project Description: AUTOMATED PLATE READERS (10 TOTAL)

7-CITY AND 3 STATE HIGHWAY

Bid Opening Date: 9/20/2024

Bid Opening Time: 9:00 A.M.

Bidder	Bid Amount	Addendum No.1 & 2
Flock Safety	93,100.00	33,100,00 year one 30,000.00 recurring 93,100,00

9-20-2024

Date/Time

Melissa Cogdal, City Clerk

## Flock Safety + MO - Hannibal PD

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

MAIN CONTACT: Lisa Dunn lisa.dunn@flocksafety.com 3146032079

Created Date: 09/04/2024 Expiration Date: 10/18/2024 Quote Number: Q-38020 PO Number:

ftock safety

## frock safety

To the City of Hannibal,

We appreciate the opportunity to bid on The City of Hannibal's HPD License Plate Reader initiative. Based on the needs The City shared with us, we are confident we can deliver a system to help deter, reduce, and solve crime.

We started Flock Safety in 2017 as concerned citizens applying our skills in electrical engineering and software development to help our neighborhoods solve property crime. Since that time, we have partnered with sheriffs, chiefs of police, command staff, city councils, business leaders, schools and universities, and other concerned neighbors – like ourselves – from all across the country.

There is a strong desire from all stakeholders in our communities to work together to eliminate crime. I believe that with the right technology, hard-working officers, and transparent community engagement we can make a serious impact on crime.

Our approach is working across the country today – in thousands of cities across 47 states in partnership with thousands of law enforcement agencies. We're seeing communities using Flock Safety's technology to reduce their crime rates; return kidnapping victims safely to their families, take illegal weapons off the streets, and return stolen property valued in the tens of millions. This progress gives renewed energy to detectives and patrol officers, and creates trust between law enforcement and the communities they serve.

Moreover, Flock Safety views privacy, transparency, and accountability as a primary directive, and we will continue to do so in perpetuity.

We want your community to see the same success:

- Using the latest, most advanced technology to capture objective evidence and solve crimes;
- Building mutual partnerships between your law enforcement agency and the community you serve;
- · Having a local team of Flock Safety reps dedicated to serving the community alongside you; and
- Reviewing Flock Safety's terms and conditions that have been included for the city's review.

If Flock Safety is awarded your business, Flock Safety will work with the city to find mutual terms that satisfy both parties.

Together, we can eliminate crime and shape a safer future.

Thank you, Garrett Langley

Garrett Langley Founder and CEO



## **Executive Summary**



## Introduction

## Mission

Our core mission centers around fostering safer communities by providing cutting-edge technology solutions for crime detection and prevention. The primary objective is empowering neighborhoods, businesses and law enforcement agencies with advanced, non-invasive security systems that enhance public safety and deter criminal activities. We leverage innovative technologies, like Automatic License Plate Readers (ALPRs) and data analytics, helping create a safer environment for everyone.

Having reliable evidence is the key to solving crime. Our holistic public safety platform is comprehensive and intelligent, giving the City of Hannibal the cloud-based license plate reader (LPR) solution it needs to do just that, by providing unbiased evidence.

By choosing Flock Safety, the City of Hannibal receives a turnkey solution, including hardware, software and maintenance that's easy to expand based on its needs.

## History

Flock Safety focuses on public safety solutions within the security and surveillance industry. We offer license plate recognition cameras, video surveillance, and software platforms designed to enhance community safety by providing unbiased evidence collection and crime-solving tools. Flock Safety's products are primarily utilized by sectors like law enforcement, education and property management.

The company was founded in 2017 in Atlanta, Georgia. At the time, Garrett Langley, the Founder and CEO of Flock Safety, experienced property crime in his Atlanta neighborhood. Frustrated by the lack of evidence to help police track down the suspects, he realized an opportunity to make a change in the process.

After working with local law enforcement to understand the ways citizens could help, prevent and solve crime, Garrett brought in Co-Founder Matt Feury along with early employees, Paige Todd and Bailey Quintrell. Together, these talented individuals worked to launch the company in business today.

Since March 2017, the company has experienced significant growth. Today, Flock Safety is trusted by communities in thousands of cities to help stop crime. Its success led to raising over \$330 million in venture capital from leading firms, including Andreessen Horowitz, Matrix Partners, Initialized Capital, Axon, Bedrock Capital, Founders Fund, and Y-Combinator.

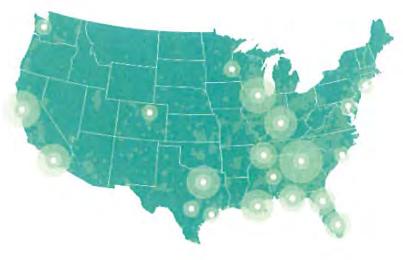
Flock Safety continues to operate under the same vision Garrett founded the company with

from the beginning: To eliminate crime and shape a safer future, together.

## Company Overview

Flock Safety is an all-in-one technology solution that helps law enforcement work together with cities, businesses, and schools to eliminate crime and keep communities safe. Our intelligent platform equips law enforcement with the power of technology at scale to solve more crime and shape a safer future together. Our full-service, maintenance-free technology solution is trusted by more than 4,000 communities across the country to help solve and deter crime in the pursuit of safer communities for everyone.

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





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

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are

signed; we pride ourselves on becoming an extension of your hard-working team.

Below is an illustration of what we offer as standard services.

	Meet with a Solutions Consultant (and former
4	Law Enforcement Officer) to build a
	deployment plan based on your needs. Our Permitting Team and Installation Technicians
	will work to get your device network
Full-Service Implementation*	approved, installed, and activated.
	Your designated Customer Success Manager
	will help train your power users and ensure you maximize the platform, through the Flock
	Safety certification program. Meanwhile, our
	ongoing Customer Support team will assist with needs as they arise.
Training & Support	Williams as any sin
	We proactively monitor the health of your device network. If we detect that a device
	is offline for more than 20 minutes, an alert
	is sent to our Support Team to diagnose the
	problem. If the issue cannot be resolved remotely, a local, full-time technician will
	service your device for no extra charge. All
Ongoing Maintenance*	scheduled maintenance, device installations, and device relocation services
Oligoling Maintenance	will be outlined in a Daily Digest Email, sent
	to key stakeholders within your organization.
	External Affairs
	Get support educating your stakeholders,
	including city councils and other
	governing bodies. Media Relations
	Share crimes solved in the local media with the
Public Relations	help of our PR team.

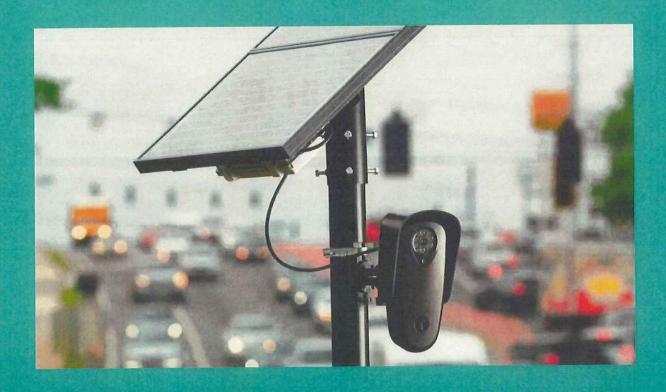
<sup>\*</sup>Full-service implementation and ongoing maintenance do not apply to Flock Safety Falcon Flex™ devices.

## **Customer References**

Explore more information on case studies, customer stories, how-to-guides, webinars and other information on how to make your community safer <a href="here">here</a>.

# **Proposal Introduction**

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





# LPR Management System and Hardware Requirements

The Hannibal Police Department is asking for a bid on fixed location automated license plate readers (ALPRs). The City of Hannibal will place these ALPRs within the city and select locations on the state highway. Our response to the specification details for the solution are listed below.

## Specifications:

- 10 fixed license plate readers (Seven (7) City Streets / Three (3) State Highway)
   Flock Safety's bid includes Seven (7) City Streets / Three (3) State Highway.
- Self-sufficient power, not requiring local service hookup.
   Comply, Flock Safety's License Plate Readers are solar powered.
- Cellular or internal communications to transmit and receive data.
   Comply, Flock Safety's Falcon License Plate Reader operates off of LTE connectivity.
- 4. Must gain approval from the Missouri Department of Transportation (MODOT) for fixed placement along the public right of way.

Comply

5. Must gain approval from the Hannibal Board of Public Works (HPBW) for fixed placement on city owned utility poles.

Comply

6. Must store license plate data for 30 days or longer.

Flock Safety's default data retention period for data collected by license plate readers (LPR) is 30 days. This means information collected by Flock LPR is hard deleted on a rolling, 30-day basis. Data is able to be exported and stored locally.

7. Must obtain images/data at vehicle speeds up to 75 miles per hour.

Comply

8. Must have approved construction and equipment for placement on MODOT right of way or structures.

Comply

9. Unlimited agency users

Comply - Flock allows an unlimited number of users.

10. Installation and construction costs associated with placement of LPR's

Comply - all costs are included in the Falcon LPR price listed in the quote.

11. Contract for service for up to three years with fixed price after initial installation of hardware Comply

12. Must retrieve license plate data from surrounding agencies including but not limited to: Quincy Police Department, Ralls County Sheriff's Department, Marion County Sheriff's Department, and the Missouri State Highway Patrol

Comply

13. Must share license plate data to surrounding agencies including but not limited to: Quincy Police Department, Ralls County Sheriff's Department, Marion County Sheriff's Department, and the Missouri State Highway Patrol

Comply

14. Must search for a vehicle based on time and location

Comply

15. Must search for vehicle based on type, color, license plate state, and other factors · Must create custom hot lists

Comply

16. Must alert agency based on NCIC crime database "hits"

Comply

#### Flock Safety Falcon®

The Flock Safety Falcon® LPR camera suite, encompassing a range of fixed and location-flexible devices, revolutionizes law enforcement response and investigations by offering Vehicle Fingerprint® data, real-time alerts, searchable evidence, and analytics across diverse roadways and use cases.



Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.



Fixed, long-range LPR for high-speed, multi-lane highways with heavy traffic.



Fixed, short-range LPR for parking lots.



Location-flexible LPR for temporary coverage that can be installed anywhere in minutes.

The Flock Safety Falcon® suite not only expedites case clearances by providing real-time investigative leads, even without visible license plates, but also streamlines operations by offering a full-service subscription model. This approach eliminates the upfront costs and complexities associated with coordinating multiple vendors and systems, enabling law enforcement agencies to concentrate more effectively on crime reduction.

#### Data Storage + Encryption:

- Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. Your agency owns 100% of the data, and we never sell it to third parties.
- All images and metadata are encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock Safety uses Amazon Web Services (AWS) cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-law enforcement Flock Safety customers.
- LPR images are stored for 30 days by default unless a differing local law, ordinance or agreement dictates otherwise for the LPR storage policy.



Camera

#### DIMENSIONS

Length: 8.75" | Width: 2.875" | Weight: 3 lbs

#### MOUNTING

Adjustable band clamps

#### FOOTAGE

Uploads via integrated LTE

#### FIELD OF VIEW

15' wide, 65' distance

#### **ASSEMBLY**

Flock Safety in Atlanta, GA

Fixed, infrastructure-free LPR for standard two-lane roadways with moderate traffic.

- 75 MPH / 65' Distance
- Solar Power + LTE Connectivity

**Dual Solar Panels** 

#### VOLTAGE

18-20V

#### DIMENSIONS

Length: 21.25" | Width: 28" | Weight: 25.73 lbs (w/ hardware)

#### MOUNT

Pole top or side of existing pole

#### Pole

DOT Breakaway Pole - 12' installed height

#### DIMENSIONS

Diameter: 2.875" OD, 2.125" ID | Weight: 32 lbs

#### MATERIALS

6061 Aluminum with black coating | Alloy: 6061

# Flock Safety Falcon® LR (Long Range)



Camera

CONSUMPTION
Consumption: 41W Peak

Fixed, long-range LPR for off-shoulder or high-speed, multi-lane highways with heavy traffic.

- 100 MPH / 150' Distance
  - o 3-4 lanes
  - o Up to 50' from the roadway
  - o 4 MP Resolution
- AC Power + LTE Connectivity

DIMENSIONS	
Length: 15.6"   Height: 4.4"   Width: 5.4"	
Power	
СОМРИТЕ ВОХ	
AC voltage: 120V AC	

## Compute Box

#### DIMENSIONS

Length: 13.15" | Height: 15.95" | Width: 7.9" | Weight: 19.5 lbs

#### MOUNTING

Adjustable band clamps

## Flock Safety Falcon Flex™

# Location-flexible LPR for temporary coverage with easy, self-serve relocation and installation

While stationary LPR devices serve as a foundational tool for community protection, not having access to location-flexible LPR solutions can limit vital evidence capture and your ability to address crime. Introducing the Flock Safety Falcon Flex™, a location-flexible license plate reader camera combined with cutting-edge proprietary software. Designed for rapid deployment, it adapts to your dynamic investigative scenarios, ensuring you capture the evidence when and where you need it.



#### **EVIDENCE CAPTURE SIMPLIFIED**

With a lightweight, versatile design and bundled LTE service, position your camera in virtually any location for optimal evidence capture.



#### SMARTER READS FOR ACTIONABLE LEADS

Beyond just license plates - our Vehicle Fingerprint feature allows for detailed searches, capturing vehicle characteristics like type, make, color, state, missing or partial plates, stickers, racks, and more.



#### MOBILE GUIDED SELF\*INSTALLATION

Quickly activate and set up your Flock Safety Falcon Flex<sup>TM</sup> using any Android or iOS device, guided every step of the way by our intuitive installer app.

#### Select a Flock Safety Falcon Flex™ deployment kit with the power options that meet your needs.



- 16GB local storage
- LTE service
- Portable mount
- Band clamps



- 16GB local storage
- LTE service
- Portable mount
- Band clamps



- 16GB local storage
- LTE service
- Portable mount
- Band clamps



- 16GB local storage
- LTE service
- Portable mount
- Band clamps

<sup>\*</sup>Minimum purchase required. Includes monthly virtual training for unlimited users. \*\*Trailer not included.

#### Enhanced LPR Package

The Enhanced LPR Package is a software add-on for any of the FlockOS® tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.

### Vehicle Fingerprint® Search Features

Unlock more investigative leads and build stronger cases with less information.



#### **CONVOY SEARCH**

Discover hidden links by identifying suspect vehicles traveling together. Ideal for tackling organized crime and pinpointing associates.



#### VISUAL SEARCH

Go beyond LPR data. Convert any digital image into a lead, whether sourced from a civilian smartphone or a security camera.



#### MULTI□GEO SEARCH

Trace a suspect vehicle across multiple incidents. This feature allows for connecting disparate crimes without specific vehicle details or plate numbers.

#### **Real-Time Features**

Equip officers with quick, relevant case context to foster collaboration and expedite clearance rates.



#### VEHICLE DESCRIPTION ALERTS

Set up alerts for vehicles based on body type, make, color, and other criteria, ensuring timely and relevant notifications, even without a license plate number.



#### **CUSTOM HOT LIST ATTACHMENTS**

Equip officers with crucial context during responses. Attach detailed case notes, photos, and reports to Hot List Alerts for a more strategic and secure approach to law enforcement.



#### **CUSTOM HOT LIST DECONFLICTION**

Break down barriers in crime investigation. Identify and link overlapping cases within and outside your agency, streamlining communication and operational efficiency by sharing contact details of involved parties.

# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

#### **REVIEW LOCATIONS**

#### Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative will present several viable options for camera locations CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

#### FINALIZE LOCATIONS

#### Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plane and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed

- If permits are required, begin application process
- · If camera will be AC-powered, hire an electrician/street department

#### STEP 1

#### Conduct On-site Survey & Place Flags

FLOCK: Flock technician conducts site survey to (1) evaluate/reconfirm solar or power access, (2) check line of sight to the road, and (3) evaluate/reconfirm cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation

#### STEP 2

#### **Call 811**

FLOCK: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius

PLEASE NOTE: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

#### STEP 3

#### Schedule Installation

FLOCK: Flock will (1) ship any site specific material that the technician does not have locally (2) schedule the installation date

#### STEP 4

#### Install & Validate Cameras

FLOCK: After installation, your Onboarding Specialist will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources

#### ONGOING - AS NEEDED

#### **Finalize Any Installation Needs**

FLOCK: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational

# Things to Consider When Selecting Locations

## **Falcon Cameras**

#### Use Cases

- Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
- Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.



#### Placement

- They capture vehicles driving away from an intersection.
- They cannot point into the middle of an intersection.
- They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.

## Mounting

- They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
- They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

<sup>\*\*\*</sup> Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to



Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

<sup>\*\*</sup> Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

# **Installation Service Brief Summary**

Below outlines the statement of work for the Flock Camera Installation:

What is Covered By Flock	What is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	Excluding Changes During Initial Installation
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	Including, But Not Limited To, **MASH Poles Or Adapters
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <u>Fees Sheet</u> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	Only Applicable For AC-Powered Cameras
	For Falcon" Flex	

<sup>&</sup>quot;If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

<sup>\*\*</sup>MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

<sup>\*\*\*</sup>If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800



## **Budgetary Quote**

This document is for informational purposes only. Pricing is subject to change.

Bill To:

Po Box 793 Hannibal, Missouri 63401

Ship To: 777 Broadway Hannibal, Missouri 63401

Billing Company Name:

MO - Hannibal PD

Subscription Term:

Billing Contact Name:

Payment Terms:

36 Months Net 30

Billing Email Address:

Retention Period:

30 Days

Billing Phone:

Billing Frequency:

Annual - First Year at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

ltem	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	i	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases			
tem	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650,00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	1	\$1,250.00

Subtotal Year 1:	\$33,100.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$93,100.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

# **Product and Services Description**

Flock Safety Platform Items	Product Description	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint <sup>®</sup> technology to capture vehicular attributes.	

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

# FlockOS Features & Description

FlockOS Features	Description			
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.			
Unlimited Users	Unlimited users for FlockOS			
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.			
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.			
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations			
License Plate Lookup	Look up specific license plate location history captured on Flock devices			
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.			
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports			
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.			
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Company (NCMEC) databases.			
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera			
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.			

# Flock Safety + MO - Hannibal PD

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

MAIN CONTACT: Lisa Dunn lisa.dunn@flocksafety.com 3146032079

frock safety

# ftock safety

# EXHIBIT A ORDER FORM

Customer: Legal Entity Name: Accounts Payable Email: MO - Hannibal PD MO - Hannibal PD jnacke@hannibalpd.com

Address:

Po Box 793 Hannibal, Missouri 63401

Initial Term: Renewal Term: Payment Terms: 36 Months 24 Months Net 30 Annual

Billing Frequency: Annual
Retention Period: 30 Days

## Hardware and Software Products

Annual recurring amounts over subscription term

Almaa recarms	Cost	Quantity	Total
Item	COST		\$30,000.00
Flock Safety Platform			
Flock Safety Flock OS FlockOS TM - Essentials	Included	(i)	Included
Flock Safety LPR Products  Flock Safety Falcon ®	Included	10	Included

## Professional Services and One Time Purchases

F10(cssional Services and 1	Cost	Quantity	Total
Item	Cial	2000	
One Time Fees			
Flock Safety Professional Services  Professional Services - Standard Implementation Fee	\$650.00	4	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	Ü	\$1,250.00
		Subtotal Year 1: Annual Recurring Subtotal: Estimated Tax:	\$33,100.00 \$30,000.00 \$0.00
		Contract Total:	\$93,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires selfinstallation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party 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 for the end of the then-current term.

# **Billing Schedule**

Billing Schedule	Amount (USD)	
Year 1		
At Contract Signing	\$33,100.00	
Annual Recurring after Year 1	\$30,000.00	
Contract Total	\$93,100.00	

<sup>\*</sup>Tax not included

**Product and Services Description** 

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description		
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.		
Unlimited Users	Unlimited users for FlockOS		
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.		
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just thei devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.		
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations		
License Plate Lookup	Look up specific license plate location history captured on Flock devices		
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint <sup>TM</sup> technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.		
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.		
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling reater situational awareness and a common operating picture.		
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted person are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Description (NCMEC) databases.		
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera		
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.		

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	Customer: MO - Hannibal PD
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
	PO Number:

## **Master Services Agreement**

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

#### RECITALS

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

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

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

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

#### 1. DEFINITIONS

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

- 1.1 "Agreement" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
- 1.2 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.3 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.4 "Customer Data" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.5. "Customer Hardware" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.6 "Effective Date" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
- 1.7 "Embedded Software" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.8 "Flock Hardware" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
- 1.9 "Flock IP" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.10 "Flock Services" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

- 1.11 "Footage" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.12 "Installation Services" means the services provided by Flock for installation of Flock Services.
- 1.13 "Permitted Purpose" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.14 "Retention Period" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.
- 1.15 "*Term*" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.
- 1.16 "Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

#### 2. SERVICES AND SUPPORT

- 2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).
- 2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.
- 2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> (such services collectively referred to as "Support Services").
- 2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.
- 2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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

- 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.
- 2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

- 3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "Customer Obligations").
  - 3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

# 4. DATA USE AND LICENSING

- 4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own and shall not sell Customer Data.</u>
- 4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

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

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

# 5. CONFIDENTIALITY; DISCLOSURES

(the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. 5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

#### 6. PAYMENT OF FEES

- 6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.
- 6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.
- 6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

- 7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Term*"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "*Renewal Term*") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
- 7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

- 8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "Defect"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
- 8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<a href="https://www.flocksafety.com/reinstall-fee-schedule">https://www.flocksafety.com/reinstall-fee-schedule</a>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6. 8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B. 8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

# 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

- 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.
- 9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.
- 9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

# 10. INSTALLATION SERVICES AND OBLIGATIONS

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

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

- 10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.
- 10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<a href="https://www.flocksafety.com/reinstall-fee-schedule">https://www.flocksafety.com/reinstall-fee-schedule</a>). Customer will receive prior notice and confirm approval of any such fees.
- 10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

- 11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
- 11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature. 11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any
- respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.
- 11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, <u>upon Customer's prior written consent and the mutual execution by authorized representatives</u> ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.
- 11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.
- 11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

- 11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.
- 11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
- 11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.
- 11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

# FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:
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ADDRESS:	
ATTN:	
EMAIL:	

#### EXHIBIT B

#### INSURANCE

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

coverage for the duration of this Agreement:

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

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Mill	on Dollars (\$5,000,000	).		