Special Town Council Workshop

May 15, 2023

3:30 PM

Town Council Chambers

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I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: https://us02web.zoom.us/j/85002920273?pwd=djdScFU3c0hpNjdIdzBlN0NZVHl0UT09
If the link does not work, join at zoom.com with Webinar ID **850 0292 0273** Password: **83001**

or join by phone **+1 253 215 8782** with Webinar ID **850 0292 0273** and Password: **83001**

II. CALL TO ORDER AND ROLL CALL

III. WORKSHOP ITEMS

A. Police Department Automated License Plate Reader (LPR) and Drones Policy (Michelle Weber)

B. President and Acting President of Council (Roxanne Robinson)

C. FY24 Budget Discussion (Tyler Sinclair & Kelly Thompson)

IV. MATTERS FROM MAYOR AND COUNCIL

V. UPCOMING AGENDA UPDATE

A. Council Priorities and Upcoming Agendas

VI. ADJOURN

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

STAFF REPORT

Meeting Date:	May 15, 2023	**Meeting Title:**	Council Workshop
Submitting Department:	Police Department	**Presenter:**	Michelle Weber
Agenda Item:	Police Department LPR and Drones Policy, agreement for services	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider an update to Chapter 9 – Operations (9.29) of the Police Department Policy & Procedural Manual containing License Plate Reader Technology (LPR) and Unmanned Aerial Systems (UAS, aka Drones). Also, to consider the services agreement between Flock Group Inc. and the Town of Jackson.

Requested Action.
Staff requests Council:

1. Review and approve an updated section of the Police Department Policy & Procedural Manual for License Plate Reader Technology (LPR) and Unmanned Aerial Systems (UAS, aka Drones) and
2. Review and approve an Agreement with Flock Technologies to purchase and install 30 LPR cameras and software throughout the Town.

Recommendations.
Staff recommends Council approve the updated version of Chapter 9.29 of the Police Department Policy & Procedural Manual and approve the agreement between Flock Group Inc. and the Town of Jackson.

Background.
Since 2015, the Jackson Police Department has utilized License Plate Reader (LPR) technology to assist the Community Service Officers with parking enforcement, to include 3-hour, 72-hour and 48-hour parking. It has been a highly successful platform, allowing officers to maintain an accurate picture of individual vehicles parked throughout the Town of Jackson and quickly determine how long each has been parked in an individual spot. This has saved countless staff hours as well as the need for additional FTE's and has increased parking compliance measurably.

Automated License Plate Readers/Cameras (ALPR or LPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC. LPR devices assist law enforcement in solving crime in two ways:

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

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

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

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

The use of LPR cameras would aid in many facets of our law enforcement mission. These benefits range from case specific investigative leads to more broad alerts based on an NCIC hit for a stolen vehicle or missing person. Currently, the Jackson Police Department's (JPD) investigations unit is investigating two large Transnational Organized Crime (TOC) groups that have come through Jackson and created dozens of cases/victims. These TOC groups use various techniques to commit crime before rapidly leaving the area to avoid detection. Oftentimes, law enforcement hears of these crimes days after the fact and are left with few, if any, leads to pursue these criminal organizations. The LPR cameras could be the link to the case that local law enforcement needs. In previous years, the JPD's investigations unit has worked on cases involving missing and endangered persons. The most prominent case being that of Gabby Petito. The Petito case had our investigations unit chasing down private cameras across our Town in an attempt to find her van. Hours upon hours of time was spent scouring these videos in hopes of creating a timeline. An LPR camera would have captured the van's license plate and provided investigators the starting point they need to narrow their scope of investigation and in turn would have cut back on countless hours of work.

The Jackson Police Department's experience with these cases and many others like them has shown that a 90-day window of LPR data would have proven valuable in these investigations. With Jackson's unique tourism and seasons, many of the crimes we investigate are not reported until several weeks later, making short LPR retention periods inadequate.

Unmanned Aerial Systems (UAS, aka Drones) have been included in the proposed changes to the Policy & Procedure 9.29 because they are very similar to LPR in how the data is to be used and protected.

Like LPR systems, UASs/Drones are a cost-effective way for law enforcement agencies to collect evidentiary data. Unlike LPR, however, UASs/Drones are only deployed with our responding officers during calls for service as additional support and the documenting of the scene in real-time, or when use is authorized by a search warrant for investigation purposes. A properly used UAS/Drone program will greatly improve public safety during the Town's many special events as well as officer safety during dangerous response calls.

LPR and UASs/Drone technologies have been used all over the world for several years, including in communities like ours, to include Salina City, Utah, Aspen, Colorado, Vail, Colorado, Steamboat Springs, Colorado and Truckee, California. Grand Teton National Park and Yellowstone National Park use LPR at the main entrance gates.

The presence of LPR technology is meant to be a deterrent as well as a tool to solve crimes. Criminals know and talk to each other about which communities are easiest to target, and which areas come with a higher risk of detection by law enforcement. As crimes get solved, and criminals get held responsible for their actions, the word spreads quickly. LPR technology isn't meant to be secret. Law enforcement wants everyone to know about it.

Lafayette, Colorado uses LPR technology and provides access to real time data through their "transparency portal" on their website, a tool that we will have available to us as well. The Lafayette Police Department purchased 29 cameras and have had the following results in the past 30 days; 3751 known hotlist hits (ie – known stolen vehicles, amber alerts) and 81 searches in the last 30 days for criminal investigations (Lafayette permits access to external law enforcement agencies for use of criminal investigations). Laramie County Sheriff's Office has successfully implemented the first UAS/Drone program within the State of Wyoming and have had great success.

Analysis

With the approval of the LPR policy and Flock Agreement, the Jackson Police Department would purchase 28 fixed cameras and two portable cameras to be strategically placed throughout the Town of Jackson. Per the Flock Agreement, Flock would work directly with WYDOT and other public and private entities to utilize existing poles and infrastructure at intersections within WYDOT and Town of Jackson jurisdictions. Flock has proposed locations for camera placement and direction based on our entry and exit points to the city limits and other locations based on traffic patterns and commonly traveled routes. Additional cameras have been proposed to be placed near high problem areas and locations of large events. Data obtained will be utilized solely for the purposes of criminal investigations and locating vehicles associated with Amber and Silver Alerts. Data not considered evidentiary for law enforcement purposes will be purged after 90 days as established in the Jackson Police Department policy manual.

With the approval of the UASs/Drone policy, the Jackson Police Department will conduct operations utilizing our existing drone equipment and continue to develop our UAS program to support law enforcement calls for service, by obtaining real time operational awareness and video collection of the scene for evidentiary purposes. The Jackson Police Department has a certified pilot that is qualified through the FAA to support these operations and flights. The Jackson Police Department has also been notified by the FAA that we qualify for a COA. A COA is a certificate of authorization issued by the FAA to a public operator for specific UAS activity. The COA authorizes the Town of Jackson to fly and train personnel within our organization to operate drones and train our own UAS/drone pilots.

Possible Alternatives.

1. The Council could direct staff to incorporate changes into the Agreement and further negotiate with Flock Group, Inc.
2. Council could reject the policy and/or the Agreement entirely.

Comprehensive Plan & Priority Alignment.

This project relates to Comprehensive Plan Common Value #3 – Quality Community Service Provision:

- Principle 8.1 - *The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the community's Common Values.*

Fiscal Impact.

The cost of the FLOCK agreement is $184,800. The funding for this technology package was approved in the current budget and is fully allocated and ready to dispense, pending approval of this policy change and agreement. Should these be approved by Council, the platform would be purchased prior to the close of this fiscal year.

The contract would be valid for 24 months, and includes all hardware and maintenance fees, this gives us something of a trial period, or proof-of-concept.

The fee for this software increased on April 1, 2023, by $500 per camera, however, the Town Attorney received an extension from Flock Group, Inc. until May 15, 2023, given this item was not scheduled for consideration prior to April 1, 2023, Flock agreed to honor our pre-April price on those terms. This Agreement is necessary for the project to move forward. Delay in signing almost certainly will result in an increase of $15,000 in the Town of Jackson's price, as the vendor increased costs effective April 1, 2023.

Ongoing maintenance fees for the equipment and software would not need to be budgeted for until FY 25, at which time annual ongoing costs are estimated to be $87,500/year.

Staff Impact.
Drafting and negotiating the Agreement required 2-3 hours of time for the Town Attorney, with an additional 15 hours from Jackson Police Department staff in researching the products in the sector and their capabilities, including this one, and negotiating the agreement.

Attachments or Links.
- Jackson Police Department Policy and Procedure – Chapter 9 – Operations - 9.29 License Plate Reader Technology (LPR) and Unmanned Aerial Systems (UAS).
- Agreement between Flock Group, Inc. and Town of Jackson

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

Item A
I move to approve the changes to the Jackson Police Department Policy & Procedural Manual Chapter 9.29 containing License Plate Reader (LPR) Technology and Unmanned Aerial Systems (UAS).

Item B
I move to approve the contract between the Town of Jackson, Wyoming and Flock Group Inc. for both the Services Agreement and the Order Form as presented in the attachment to this staff report and authorize the Mayor to execute said agreement, subject to minor changes by staff.

I. PASSWORDS: All employees of the Town of Jackson or members of the Department who have access to NCIC or the RMS system shall follow the secure password attributes, below, to authenticate an individual's unique ID. Passwords shall:
   1. Be a minimum length of eight (8) characters on all systems.
   2. Not be a dictionary word or proper name.
   3. Not be the same as the User-ID.
   4. Expire within a maximum of 90 calendar days.
   5. Not be identical to the previous ten (10) passwords.
   6. Not be transmitted in the clear outside the secure location.
   7. Not be displayed when entered.

J. DISPOSAL: All fixed storage media, e.g., hard disks, RAM disks, removable media back-up devices, etc., containing CJIS data shall be disposed of in a method sufficient to preclude recognition or reconstruction of information and a method of verification the procedures were successfully completed. Additionally, IT storage media that will be reused by another entity shall be sanitized. The steps taken to sanitize this media shall be documented via email to the Chief of Police.

K. IDENTIFICATION/USER-ID: Town of Jackson IT personnel shall validate system accounts on a regular basis to insure accuracy and deactivate accounts immediately upon employee separation from employment.

L. ADVANCED AUTHENTICATION: Town of Jackson IT personnel shall use advanced authentication procedures when providing remote maintenance for the direct access information system from non-secure locations.

M. AUDIT LOGS: Town of Jackson IT personnel shall review system audit logs, at a minimum of once a week, for inappropriate, unusual, or suspicious activity.

N. INCIDENT RESPONSE: Any security incidents that may arise shall be reported immediately to a supervisor. The supervisor will immediately report the security incident to the TCSO Dispatch Terminal Agency Coordinator. A memo will be completed and submitted to the TCSO Dispatch Terminal Agency Coordinator and copied to the Operation's Lieutenant.

O. NCIC EXIT BRIEFING: Purpose. All Members must understand that the confidentiality of NCIC derived information must be maintained, even after a separation in employment. The Department must take all reasonable precautions to ensure the integrity of the NCIC system. This procedure will outline exit briefing procedures to accomplish these tasks. Procedure. Prior to a member's final day of employment, that member shall read and sign the "JPD NCIC/CJIS EXIT BRIEFING" form. This form must be signed by the members, a representative of the Department (preferably a Supervisor or Lieutenant), and a witness to both signatures. The Department Communications Supervisor or their designee shall ensure that the "REMOVAL OF OPERATOR" section of the "TERMINAL OPERATOR LOGON ACTIVATION/DELETION REQUEST FORM" (available from the Division of Criminal Investigation Control Terminal (DCI)) is completed with the departing member's information and sent to DCI. The person completing this form shall confirm the receipt of the form with DCI, and then complete the bottom section of the "JPD NCIC/CJIS EXIT BREIFING" form.

9.29 LICENSE PLATE READER TECHNOLOGY (LPR) AND UNMANNED AERIAL SYSTEMS (UAS)

A. The Department recognizes the importance of utilizing law enforcement technology in a manner that is both legally defensible and responsible, considering the protected nature of data to be collected. The Department also recognizes that law enforcement technology

can be a force multiplier and assist the Department in its mission to provide efficient and effective police services to our community.

B. The availability and use of license plate recognition (LPR) and unmanned aerial systems (UAS) have provided many opportunities for the enhancement of productivity, effectiveness, and officer safety. Therefore, the Department shall utilize LPR and UAS in a manner that is consistent with those philosophies and furthers the intent of providing cost effective and efficient law enforcement and public safety solutions to the Town of Jackson.
C. It is the policy of this agency that all members abide by the guidelines set forth herein when using this technology, while maintaining compliance with applicable state and federal laws.
D. The use of LPR and UAS systems is restricted to law enforcement and public safety related missions. LPR and UAS systems and associated equipment and databases are authorized only for official law enforcement and public safety purposes. Misuse of this equipment and associated databases or data, including recordings and images, may be subject to sanctions and/or disciplinary actions. LPR and UAS systems, data, and associated media are the property of this agency and intended for use in conducting official business.
E. The Chief of Police shall designate an employee with administrative oversight (The Administrator) for LPR and UAS systems. The Administrator will supervise the deployment and operations of these systems as well as the records management of the data obtained.
F. The Administrator will ensure training requirements are completed by authorized users and that only properly trained sworn officers are allowed operation and access to the LPR and UAS systems. The Administrator will monitor system logs and usage to ensure security of the data and compliance with applicable policies and privacy laws are being followed by system operators. The Administrator will maintain a record of access and usage in both the LPR and UAS systems.
G. All authorized users will have a unique user ID that is password protected.
H. All UAS program personnel shall receive training necessary to safely, efficiently, and effectively manage or operate UAS, to include initial and recurrent training. All Remote Pilots in Command (RPIC) shall hold and maintain the appropriate credentials set forth by the FAA.
I. All UAS program personnel shall receive training in the legal aspects of UAS use and shall receive annual training on the policies and procedures governing the use of the equipment.
J. All UAS operations shall comply with FAA regulations.
K. All UAS flights shall be documented on a form or database designed for that purpose, and all flight time shall be accurately recorded. In addition, each deployment of the UAS shall include information regarding reason for the flight, the time, date and location of the flight, the names of all involved and their role, a summary of the activities covered, actions taken and outcomes from the deployment.
L. Where there are specific and articulable grounds to believe that the UAS shall collect evidence of criminal wrongdoing and the UAS shall be used in a manner that may intrude upon reasonable expectations of privacy, the agency shall obtain a search warrant prior to conduction the flight.
M. The agency shall collect data using UAS or use UAS-collected data only to the extent that such collection or use is consistent with and relevant to an authorized purpose.
N. All evidence captured, recorded, or otherwise produced by UAS equipment shall be securely downloaded at the completion of each mission and properly uploaded into the agency's digital evidence management system (AXON evidence.com).

O. Each UAS shall be maintained according to manufacturer's recommendations, and shall be inspected on a regular basis to determine if further maintenance, repair, or upkeep is necessary.
P. A record shall be kept of all maintenance performed on UAS.
Q. A preflight check shall be performed before each flight of UAS.
R. Designation of hot lists to be utilized by the LPR system shall be made by the Administrator or his/her designee. Hot lists shall be obtained or compiled from sources consistent with the purposes of the LPR system set forth in this policy. Hot lists utilized by the departments LPR system may be updated by outside sources, such as by the State or Federal resources. These sources might not be updating hot list data in real time. An alert alone shall not be a basis for police action. An officer is responsible to visually confirm that the license plate read is accurate, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding.
S. It is the responsibility of the investigating officer to notify the Administrator or his/her designee when a requested license plate can be removed from the hot list.
T. The retention of all data obtained by the LPR system shall be maintained no less than 90 days. Thereafter, stored LPR data will be permanently deleted. Any data that has become evidence, or is reasonable to believe will become evidence, is to be properly copied into the agencies digital evidence management system (AXON evidence.com).
U. LPR camera technology utilized for parking enforcement shall only be equipped in vehicles assigned to the Community Service Division of the Department.
V. Community Service Division's intended use of LPR technology is to assist in the parking enforcement program, to include scofflaw violator identification, and shall not be used in any non-authorized manner by any member of the Department, except that it is understood that LPR technology will give notification on a license plate of a vehicle associated with a stolen vehicle, stolen license plate, or other valid NCIC entry (such as a missing person, wanted person, at-risk individual, dementia patient etc.) In these instances, the Community Service Officer shall immediately notify a sworn police officer via dispatch to investigate the matter further to determine validity of the NCIC hit per NCIC rules and regulations.
W. All non-criminal data collected by LPR technology during parking enforcement rounds shall be stored in the records management system (RMS) no less than ninety (90) days and shall then be purged in a timely manner if not associated with a criminal case. Only data collected on vehicles where a criminal citation was issued shall the data be maintained in the RMS for periods that are consistent with the State of Wyoming Records Retention Laws, allowing for adequate time for all cases to be adjudicated in the appropriate courts before data may be purged from the RMS. No non-criminal data collected by LPR technology shall be released to any person or entity without a valid subpoena or warrant unless determined to be legally required by the Town Attorney.
X. Parking enforcement rounds shall be conducted at intervals as determined necessary by the Jackson Police Department, based upon the need for enforcement activities to achieve the goal of creating a turnover in limited time parking spaces and noparking zones. "Limited time parking spaces" are defined as parking spaces where a vehicle may only park for a limited duration of time (i.e. two (2) hour zone, three (3) hour zone, fifteen (15) min zone, forty-eight (48) hour zones, seventy-two (72) hour zones, fire zones, handicap zones etc.).

9.30 SUSPECTED OPIOID DRUG OVERDOSE TREATMENT POLICY

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

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

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

Agency: Town of Jackson, WY **Legal Entity Name:** Town of Jackson, WY	**Contact Name:** Shawn Stephens
Address: 150 E Pearl Ave P.O. Box 1687 Jackson, Wyoming 83001	**Phone:** 307 733-1430 **E-Mail:** sstephens@jacksonwy.gov
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 24 months **Renewal Term:** 24 months	**Billing Term:** Annual payment due Net 30 per terms and conditions. Contingent on final approval of Police Department Policy. Project will be put on hold until approval is given.

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Fees

One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	28.00	$9,800.00

Recurring Annual Fees

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon (hardware)	$2,500.00	28.00	$70,000.00
Flock Safety Advanced Search (software)	$2,500.00	1.00	$2,500.00
Falcon Flex (hardware)	$3,000.00	2.00	$6,000.00
Extended Data Retention (90 days) (software)	$300.00	30.00	$9000.00

Subtotal Year 1:	$97,300.00
Subscription Term:	24 Months
Annual Recurring Total:	$87,500.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$184,800.00

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

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

FLOCK GROUP, INC.		**Agency: Town of Jackson, WY** **Jackson Police Department**	
By:	DocuSigned by: Mark Smith AC5C931454C24E3...	By:	Michelle Weber
Name:	Mark Smith	Name:	Michelle Weber
Title:	General Counsel	Title:	Chief of Police
Date:	3/30/2023	Date:	
		By:	
			Hailey Morton Levinson
			Mayor, Town of Jackson Wyoming
		Date:	

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flock safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

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

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

WHEREAS, Flock deletes all Footage on a rolling ninety (90) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

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

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

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

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

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

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

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

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

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

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

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

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for ninety (90) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies

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and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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

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

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

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock

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Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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

2.7 **Suspension.**

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

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the 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 Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be

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tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

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

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock

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Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

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

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

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

2.10 **Support Services.** Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. Any subsequent work to the initial monitoring may include fees relating to such work, which shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support, which will be, at most, 48 hours. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

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

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

3. RESTRICTIONS AND RESPONSIBILITIES

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

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

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

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that

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the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than ninety (90) days. Agency has a ninety (90) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity

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to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

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

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

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence

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the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

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

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

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Non-Approval or Non-Appropriation**.

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a. If this Agreement is not approved by the Agency at a regular or special meeting of the governing body by June 6, 2023, it shall automatically terminate without cost to Agency and Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

b. If this Agreement is executed by July 1, 2023 and extends into more than one fiscal year of the Agency (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the Agency may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

c. In the case that this Agreement is grant-funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the Agency may terminate this Agreement immediately without cost to Agency and Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

6.4 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors or in accordance with Section 10.3, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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6.5 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a ninety (90) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

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

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

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

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the

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Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

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

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY,

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INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data

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in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **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.

10.3 **Assignment.** This Agreement is not assignable, transferable, or sublicensable by either Party, without prior written 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.

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

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

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

10.7 **Publicity.** Flock has no right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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10.11 **Immunity.** Agency does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

10.12 **Counterpart Signature; Electronic Signatures**. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

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

FLOCK NOTICES ADDRESS:

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

AGENCY NOTICES ADDRESS:

ADDRESS:
Town of Jackson, Wyoming
150 East Pearl Avenue
P.O. Box 1687
Jackson, Wyoming 83001

ATTN: Town Clerk
EMAIL: clerk@jacksonwy.gov

STAFF REPORT

Meeting Date:	May 15, 2023	**Meeting Title:**	Town Council Regular
Submitting Department:	Administration	**Presenter:**	Roxanne Robinson
Agenda Item:	Consideration of Having a President and Acting President of Council	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider changes to the Vice Mayor appointment.

Requested Action.
Staff requests Council consider the options and provide staff direction.

Recommendations.
Staff recommends Council consider the options and provide staff direction.

Background.
In 2004, the Town of Jackson became a first class city. When cities move to this status, they are then subject to Article 3 of Title 15, which requires changing from having a Mayor Pro Tem to having a President and Acting President. In preparation for Council's February Retreat, staff realized that when the Town of Jackson changed to a first class city, it overlooked this change. Wyo. Stat. § 15-3-203 provides as follows:

> *The governing body may elect from their number a president who, in the absence of the mayor, shall preside at all meetings of the governing body. If the office of mayor is vacant, the president shall occupy the office until the vacancy is filled. The governing body may elect one (1) councilman to serve temporarily as acting president in the president's absence. The president and acting president, when occupying the place of the mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the president or acting president, while so acting, are as binding upon the council and upon the city as if done by the mayor.*

Analysis & Key Policy Questions.

Key Policy Question No. 1: Does the Council want to exempt entirely or in part the Town of Jackson from § 15-3-203?
The Wyoming Constitution provides in relevant part that municipalities "may elect that the whole or any part of any statute, other than statutes uniformly applicable to all cities and towns . . . may not apply to such city or town." Wyo. Stat. § 15-3-203 is not applicable to *all cities and all towns*; rather, it is only applicable to first class cities, and thus the Town may elect to exempt itself from the statute.

Should Council exempt the Town from this statute in whole or relevant part, the Town could continue its historical practice of the Mayor appointing a Vice Mayor (Mayor Pro Tem). Given that the statues of Wyoming – and many states – provide for different systems for leadership roles on city councils, county commissions, and the like, it is clear that reasonable minds can disagree about the best approach. Several discussion points to consider include:

- A Mayor having the power to choose their second in command is advantageous as it provides continuity of leadership in the Mayor's absence, and honors the will of the people that elected the current Mayor based on their policy platform.

- Having a democratic election for the second in command could also be perceived as advantageous, most obviously in that the majority of Council chooses this person, thus, giving voice to the electorate as a whole.

It is important to note that the *absence* of a mayor is different than the *vacancy* of the mayoral office. A vacancy exists when the individual occupying the office of mayor is no longer available to serve for any number of reasons, ranging from incapacity to criminal conviction to loss of elector status. If this occurs, the statutes provide that a mayor is appointed from the councilmembers (and then the Mayor and three remaining councilmembers appoint a member of the public to complete the term of the now-vacant councilmember position). The person in the role of the Mayor Pro Tem or President thus only ever temporarily executes the daily work of the mayor when they are *absent*.

If Council elects to exempt the Town from this statute, staff recommends the steps set forth in Option 1 below.

Key Policy Questions No. 2: Does the Council want to elect a President and Acting President to serve in the absence of the Mayor?
If Council does <u>not</u> exempt the Town from Wyo. Stat. § 15-3-203, it needs to follow the contours of that statute. Specifically, the statute states "the governing body <u>*may*</u> elect" a President and Vice President.

Staff strongly recommends that if Council chooses to operate pursuant to Wyo. Stat. § 15-3-203 that it elect individuals to serve in the capacity of President and Acting President. The importance of having a leadership plan in place for when the Mayor is absent cannot be understated: For times when the Mayor is absent and should the mayor's office become vacant, this ensures the government of the Town continues to function smoothly, both in the expected and planned situations of mayoral absence and in the extreme case of vacancy (until the Council chooses a new mayor from its ranks).

If Council elects to operate pursuant to Wyo. Stat. § 15-3-203, staff recommends the steps set forth in Option 2 below.

Key Policy Question No. 3: Does Council want to continue to use the term "Vice Mayor" and, potentially, "Acting Vice Mayor"?
No matter which course Council elects – to exempt itself from Wyo. Stat. § 15-3-203 or to follow it in whole or part, the Town could still use the term Vice Mayor (and Acting Vice Mayor). A charter ordinance is required to do so, as neither applicable statute uses the term "Vice Mayor" or "Acting Vice Mayor." The important issue is that the proper legal procedure is used to fill this institutional role and all documents use the correct title.

If Council elects to retain the moniker Vice Mayor and, potentially, add "Acting Vice Mayor," staff recommends the steps set forth in Option 3 below.

Next Steps:

<u>Option 1: If Council chooses to exempt the Town from Wyo. Stat. §15-3-203, staff recommends the follows steps:</u>

A. Staff drafts and presents a charter ordinance at a future Council meeting.
B. Staff reviews the Council Rules and Procedures to ensure consistency with this exemption and presents any necessary changes at a future Council meeting.
C. Staff reviews the Municipal Code to ensure consistency with this exemption and presents any necessary changes at a future Council meeting.

<u>Option 2: If Council chooses to operate pursuant to Wyo. Stat. §15-3-203, staff recommends the following steps:</u>

A. Staff reviews the Council Rules and Procedures to ensure consistency with this statute and presents any necessary changes at a future Council meeting.
B. Staff reviews the Municipal Code to ensure consistency with this statute and presents any necessary changes at a future Council meeting.

C. Staff will prepare an agenda item (procedure, steps, etc.) for Council to elect a President and Acting Vice President.

Option 3: If Council Elects to Continue using the title Vice Mayor and add Acting Vice Mayor, staff recommends the following steps:

A. Staff drafts and presents a charter ordinance at a future Council meeting.
B. Staff reviews Council Rules and Procedures to ensure consistency with this decision and presents any necessary changes at a future Council meeting.
C. Staff reviews the Municipal Code to ensure consistency with this decision and presents any necessary changes at a future Council meeting.

Possible Alternatives.
The alternatives are outlined in the Key Policy Questions noted above.

Comprehensive Plan & Priority Alignment.
In order to successfully implement the vision and common values of community character in the comprehensive plan, proper procedures for execution of actions at the Town Council level are necessary.

Fiscal Impact.
There is no direct cost to amend the Rules and Procedures, elect a President and Acting President, or to direct staff to prepare ordinances to amend the municipal code. Once ordinances are adopted, there are costs associated with advertising that may run approximately $1000 per ordinance, depending on the length.

Staff Impact.
Staff is estimating the time involved with all of the steps as outlined as shown in the below table.

Staff Impact of Changes to the Vice Mayor Appiontment		
Task	**Departments**	**Estimated Hours**
Research of Initial Issue	Legal, Administration	9
Staff Report Prep & Review	Legal, Administration	11
Updating Rules and Procedures	Administration	1
Preparing Ordinances & Related Staff Reports	Legal, Administration	20
Printing, Executing, Archiving & Posting Adopted Ordinances	Town Clerk	5
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	3
		49

Attachments or Links.
None.

Suggested Motion.
I move to direct staff to proceed with Option (1, 2, 3, or a combination of them) above regarding changes to the Vice Mayor appointment and present the item at a future Council Meeting.

STAFF REPORT

Meeting Date:	May 15, 2023	**Meeting Title:**	Special Town Council Workshop
Submitting Department:	Administration	**Presenter:**	Tyler Sinclair
Agenda Item:	Budget Discussion	**Public Comment:**	No

Purpose & Policy Considerations.
The purpose of this item is to allow Council the opportunity to discuss outstanding budget issues or new issues related to the FY24 budget.

Requested Action.
Any motions or straw polls on issues to include in the FY24 budget.

Recommendations.
The recommended budget has been provided.

Background.
The Council has been discussing ongoing changes to the FY24 budget and this is time set aside to continue those discussions.

Analysis.
Noted in previous budget staff reports.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.
Noted in previous budget staff reports.

Staff Impact.

Attachments or Links.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.
No motion suggested.

COUNCIL WORKPLAN CALENDAR 2023					
MARCH	**APRIL**	**MAY**	**JUNE**	**JULY**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	**TOWN MTGS.**	**TOWN MTGS.**	
Begin Planning for Updates to Wasterwater Treatment Plant	Budget	License Plate Recognition Security Cameras	State Leg.: Post-WAM, Agenda, & Approach	Karns Meadow Master Plan	
Wastewater Treatment Plant Construction Management	State Legislative Post-Session Debrief/WAM Resolutions	Incorporating Drone-Use Into Police Department		Stormwater Management Program	
Joint Department Funding/Governance Proposal		Energy Audit RFP & Green House Gas Inventory		Support for Women's Reproductive Rights	
		Updates to Public Works Fees			
		Budget			
JIM	**JIM**	**JIM**	**JIM**	**JIM**	
Transportation Work Plan	Long-Range Planning Work Plan & Indicator Report	START JPA	Workforce Housing Mitigation	Workforce Housing Mitigation (Mtg. 2)	
Housing Mitigation Policy Contract Amendment	Housing Supply & Work Plans	Budget	Rec Center Fee Policy & Schedule		
	Budget		Budget		
	START Van Pool/Ride Matching, Service to Airport/GTNP - Budget				
	New Housing Partnership Developments & Land Acquisition				
AUGUST	**SEPTEMBER**	**OCTOBER**	**NOVEMBER**	**DECEMBER**	
TOWN MTGS.	**TOWN MTGS.**	**TOWN MTGS.**	**TOWN MTGS.**	**TOWN MTGS.**	
Equity Audit & Further Recommendations	Consideration of Town Org. Structure & Efficiency	Compliance Issues for FTA Grants	Town Mobility Overlay	Future staffing for all departments	
Update to Anti-Discriminiation Ordinance adding Anti-Bias Crimes	Council Retreat Planning & Execution	Urban Forest Ord. Update & Program Policy Procedures	Ecosystem Indicator Project	Total Compensation Review	
Center for the Arts Noise Discussion	Design & Construction of Gregory Lane	Re-evaluation of large bldg/2:1 Workforce Bonus	Water Quality & Setting New Drinking Water Regs	Town Sustainability Plan	
			State Leg.: Agenda, & Approach		
JIM	**JIM**	**JIM**	**JIM**	**JIM**	
Cow Pasture 1 & 2 Softball Field Replacement	Design & Construction of Stilson	Safe Streets for All Safety Action Plan	Workforce Housing Mitigation (Mtg. 3)	Regional Gov. & Transportation Planning Process & Agreements	
CHANGES & UPDATES	**DATE CHANGE MADE**				
State Legislative Post-Session Debrief - MOVED FROM JUNE TO APRIL	Apr-23				
State Leg.: Post-WAM, Agenda, & Approach - ADDED TO JUNE	May-23				
Equity Audit & Further Recommendations - MOVED FROM JUNE TO AUG.	May-23				
State Legislative Approach & Agenda - REMOVED FROM AUG.	May-23				
State Legislative Approach & Agenda - ADDED TO NOVEMBER	May-23				

COUNCIL WORKPLAN CALENDAR 2024			
QUARTER 1	**QUARTER 2**	**QUARTER 3**	**QUARTER 4**
Town Employee Housing Strategy	Assissted Living Housing Program	Design of E. Broadway, N. Cache, Maple Way?	Water Quality & Setting Regs for Drinking Water (Mtg. 2)
Updated Design Standards for Safe Streets	Policy Manual Update	Continued Growth/Demand for EMS	Design & Construction of Gregory Lane (Mtg.3)
Planning Stormwater Management Program	Adding Fees for Services to Offset Costs	Fire/EMS Level of Service & Setting Expectations	
Equity Task Force Next Steps	Design & Construction of Gregory Lane	Volunteer Career/Staffing Model & Dynamics	
Budget	Northern South Park		
	Budget		

SCOPING STAFF REPORTS

PROJECT	DEPARTMENT LEAD	REQUESTOR	MOTION MADE	BRING BACK DATE (60-ISH DAYS)
Construction Management Plans	Public Works	JR	8/15/22	February
Airport Capital Budget & Related Engagement	Admin	AJ	9/6/22	September
Center for the Arts Lease	Admin	AJ	5/22/22	April 17 - Roxanne, motion to address noise, coming back August
Potential to Host Mountain Towns 2030	Comm. Dev.	JSC	12/19/22	April 17 - Tanya
Indoor Vaping Ordinance	Legal	HML	2/6/23	May
Research About Censure Policy	Legal	JR	2/9/23	June
Snow King Stop Sign	PW	Council	3/20/23	
Discussion of Council Travel	Admin	Council	3/6/23	April 17 - Roxanne, no related motion made, coming back in June

POTENTIAL INITIATIVE (PI) LIST

PROJECT	Dept. Lead	Requestor
FROM COUNCIL		
Invest More Time in Relationship w/ County		JS
Information Technology 5-Year Work Plan	IT	JSC
Geographic Information System (GIS)		JSC
Revisit Comp Plan Definitions of 'Healthy Community'		JS
Revisit Comp Plan Definitions of 'Healthy Economy'		AJ
Alternative Forms of Government, Expanding # of Council Seats		JSC
Outside Evaluator to Assess Org. Structure & Transformation		JS
Adding Mill of Property Tax		AJ
Town Manager Prioritizing Organizational transformation		JS
Senior Staff Building in Time to be Strategic & Proactive		JS
Lodging Tax		AJ
County Water Sewer Connections & Staffing		AJ

JIM Agenda Item Requests				
Submittal / Request Section **May 22 Special JIM (1:30-2:30 PM)**				
#	**Submitter Name**	**Agenda Item**	**Time Needed**	**Date Submitted**
1	Tyler Sinclair and Alyssa Watkins	Joint Department Budget Decisions	60 min	

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May 22, 2023 Special Town Council Workshop - 1:30pm
TOPIC
Workshop Items
FY24 Budget Discussion
Adjourn

DRAFT

JIM Agenda Item Requests			
Submittal / Request Section			
June 5, 2023 JIM (Starts at 1:30 PM)			
#	**Submitter Name**	**Agenda Item**	**Time Needed**
1	Chris Neubecker	Work Plan & Indicator Report	60 min
2	Steve Ashworth	Rec Center Fee Policy and Schedule	60 min
3	Alyssa Watkins & Heather Overholser	Stilson Transit Center Design Approval	60 min
4			
Upcoming JIM Items			
1	Tyler Sinclair	July 10 - START Joint Power Agreement	30 min
2	April Norton	July 10 - Workforce Housing Mitigation (Tentative)	60 min

DRAFT

June 5, 2023 Regular Town Council Meeting
TOPIC
Announcements & Proclamations
National Gun Violence Awareness Day Proclamation
Pride Month Proclamation
Consent Calendar
Minutes & Disbursements
May 15, 2023 Special Town Council Workshop
May 15, 2023 Town Council Meeting
May 15, 2023 Special Town Council Workshop
Temporary Sign & Special Event Permits
P23-084 Temporary Sign Permit for Tin Cup Challenge
Special Event: Mondays in May Food Trucks
SPecial Event: Powderhorn Park Food Trucks
Other
Amended and Reinstated Special Restriction for 848 W Snow King Ave. Unit 35
RFP for Community GHG Emissions Inventory
Melody Ranch ISD Connection Use Agreement
E22-0055 Stormwater Encroachment Agreement at 335 S Millward St
E22-0056 Streetlight Agreement at 335 S Millward St
P21-218: Water & Sewer Connection and Use Agreements - Snow King Summit
Disuscussion & Action Items
Community Development
ETF Audit and Recommendations
WAM Resolutions for Delegate to Support
Legal
Censure Policy Scoping Staff Report
Indoor Vaping Ordinance Scoping Staff Report
Resolutions
Resolution 23-08: FY23 Budget Amendment #3
Ordinances
Matters from Mayor and Council
Northern South Park Update
Matters from Town Manager
Adjourn

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JIM Agenda Item Requests			
Submittal / Request Section **June 12 Special JIM (1:30-5:00 PM)**			
#	**Submitter Name**	**Agenda Item**	**Time Needed**
1	Staff	Joint Board Interviews (ECW, TTB, Pathways Task Force)	60 min

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June 26, 2023 Special Town Council Workshop

TOPIC	TIME NEEDED
Disuscussion	
Reporting Requirements for Council Travel, Training and Conference Att	30 mins
Bar and Grill Liquor License Updates	30 mins
Matters from Mayor and Council	
Upcoming Agenda Update	
Council Priorities and Upcoming Agendas	
Adjourn	

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June 26, 2023 Special Town Council Meeting

TOPIC
Disuscussion & Action Items
Community Development
Request for Qualifications for Relocation of the Mercer Cabin
Public Works
Development Agreement - The Loop
Resolutions
Ordinances
Matters from Mayor and Council
Town Manager's Report
Adjourn

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