



City of Leavenworth
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION STUDY SESSION
COMMISSION CHAMBERS
TUESDAY, SEPTEMBER 15, 2026 6:00 P.M.

Welcome to your City Commission Study Session
Please turn off or silence all cell phones during the meeting
Meetings are available for viewing on YouTube

STUDY SESSION:

1. Presentation from Leavenworth Unified School District No. 453 (pg. 02)
2. Buffalo Bill Wild West Festival Review and Discussion (pg. 03)
3. Senior Rebate Program Overview (pg. 04)
4. Flock Camera System Review and Discussion (pg. 09)

**STUDY SESSION POLICY REPORT
PRESENTATION BY
LEAVENWORTH UNIFIED SCHOOL DISTRICT NO. 453**

SEPTEMBER 15, 2026

Dr. Cathy Redelberger, Interim Superintendent of Leavenworth Unified School District No. 453 will present to the City Commission.

**STUDY SESSION POLICY REPORT
BUFFALO BILL WILD WEST FESTIVAL
REVIEW AND DISCUSSION**

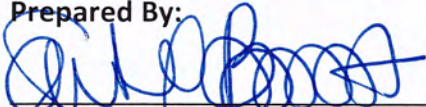
SEPTEMBER 15, 2026

Denise Souza and Judy Bauer will review the 2026 Buffalo Bill Wild West Festival and discuss their plans for a 2027 event with the City Commission.

**STUDY SESSION POLICY REPORT
SENIOR REBATE PROGRAM OVERVIEW**

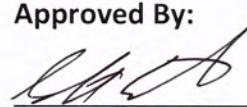
SEPTEMBER 15, 2026

Prepared By:



Sarah Bodensteiner, City Clerk

Approved By:



Scott Peterson, City Manager

PURPOSE

The purpose of this report is to provide the City Commission with an overview of the City's Senior Rebate Program, including its eligibility requirements, current benefit structure, participation trends, and financial impact on the City's sewer and trash funds.

As the City considers adjustments to sewer and trash rates, staff believes this is an appropriate time to review the current structure of the Senior Rebate Program and determine whether the Commission has an interest in further evaluating the program.

Staff is not recommending elimination of the program. The City recognizes the value of providing assistance to qualifying senior residents. Rather, this report is intended to facilitate a policy discussion regarding whether the program, which was established in 1975 and has remained largely unchanged, continues to reflect the City's current needs, costs, and policy objectives.

BACKGROUND

The Senior Utility Rebate Program was established by the City in 1975 to provide financial assistance to qualifying senior residents. Although the program continues to be referred to as the "Senior Rebate Program," its current structure does not operate as a traditional rebate. For qualifying participants, the sewer and trash portions of the participant's utility bill are effectively reduced to zero, while the participant remains responsible for the water portion of the bill.

The program is administered through the City Clerk's Office, which accepts new applications and renewal applications during the City's designated annual enrollment period.

The program has continued for approximately 51 years. While the program has remained an important service to qualifying residents, its fundamental eligibility and benefit structure have remained largely unchanged during that period.

CURRENT PROGRAM REQUIREMENTS

To qualify for the Senior Rebate Program, an applicant must:

- Be at least 62 years of age;
- Be a resident of the City of Leavenworth;
- Be the account holder for the applicable Leavenworth Water Works utility account; and
- Meet the City's established income requirements.

The City's income eligibility requirements are based upon the Very-Low Income limits established annually by the U.S. Department of Housing and Urban Development (HUD). The program therefore considers both age and household income in determining eligibility.

CURRENT BENEFIT STRUCTURE

Under the current program, qualifying participants remain responsible for the water portion of their utility bill but receive an effective waiver of sewer and trash charges.

Utility Charge Participant Responsibility

Water	Participant pays
Sewer	City absorbs qualifying charge
Trash	City absorbs qualifying charge

Additionally, the current program structure does not limit the City's financial responsibility for sewer charges to a particular base rate or amount. As sewer charges have increased, the amount absorbed by the City for individual participants has increased as well.

PARTICIPATION TRENDS

Program participation continues to increase in recent years. The 2026 program has the highest number of participants observed during the past ten years.

The City Clerk's Office also continues to receive inquiries regarding the program outside of the annual application and reapplication period, leaving staff to anticipate participation to increase year after year.

FISCAL IMPACT

The financial impact of the Senior Rebate Program is borne primarily by the City's sewer and trash funds through charges that are not collected from qualifying participants.

In 2025, the total amount of sewer and trash charges not collected as a result of the program was: \$106,032.79. Based on current participation and billing trends, staff estimates that the total amount of uncollected sewer and trash charges associated with the program will be approximately: \$128,841 in 2026. The financial impact of the program is affected not only by the number of participants, but also by the amount of sewer charges associated with each participating account.

Staff has observed that sewer charges for some participating accounts have increased beyond the base rate. In recent years, individual utility bills have included sewer charges approaching or exceeding \$100 for a single billing period, and approximately 50% of current program participants have sewer charges above the base rate. Because the current program covers the full sewer charge for qualifying participants, the City assumes the additional financial exposure associated with charges above the base rate.

POLICY CONSIDERATIONS

Staff recognizes the value of the Senior Rebate Program as a means of providing financial assistance to qualifying senior residents who meet the City's income requirements. At the same time, the City must ensure that its utility funds remain adequately supported to provide essential services, maintain infrastructure, and meet increasing operational costs.

The current program creates a policy consideration because qualifying participants are exempt from sewer and trash charges while the City is considering rate increases for other utility customers. As rates increase, the amount of revenue forgone through the program also increases.

Additionally, the program's original structure was established in 1975. Since that time, the City's utility costs, rate structure, population, participation in the program, and overall financial circumstances have changed.

Staff believes these changes warrant a policy discussion regarding whether the existing program structure continues to represent the City's intended level and method of assistance. The question is not whether the City should provide assistance to qualifying seniors, but rather how that assistance should be structured and funded in light of current circumstances.

AREAS FOR POTENTIAL PROGRAM REVIEW

If the City Commission determines that further review of the program is warranted, staff has identified several areas in which potential changes to the program could be discussed. The areas outlined below are intended to provide a framework for Commission discussion and further evaluation. They are not presented as staff recommendations at this time.

- **Eligibility Age** - The Commission could consider whether the minimum eligibility age of 62 remains appropriate or whether an increase to age 65 should be considered. Such a change would narrow eligibility based on age while continuing to provide assistance to qualifying residents at an older age.
- **Number of Participants** - The Commission could consider whether to establish an annual limit on the number of program participants.
- **Sewer Benefit** - The Commission could consider whether to continue providing a sewer benefit while establishing a limit based on the applicable base sewer rate. Under such an approach:
 - The City would continue to absorb the established base sewer charge;
 - Sewer charges attributable to usage, units, or other charges above the established base amount would become the participant's responsibility.
- **Overall Program Structure** - The Commission could also consider whether changes to multiple elements of the program should be evaluated together. For example, the City could evaluate a combination of changes to the minimum eligibility age, participant limits, and the amount of the sewer benefit provided.
- The City could also determine that no changes are warranted and continue the program under its current structure. Under the existing program:

- The minimum age would remain 62;
- The existing income requirements would remain in place;
- There would be no limit on the number of participants;
- Qualifying participants would continue to receive an effective waiver of sewer and trash charges.

STAFF OBSERVATION

Staff believes there is significant value in maintaining a program that provides financial assistance to senior residents who meet established income requirements.

However, the City has an obligation to periodically review its programs to ensure that they remain effective, equitable, financially responsible, and consistent with current community needs.

The Senior Rebate Program has been in place since 1975, and its fundamental structure has remained largely unchanged despite significant changes in utility rates, costs, participation, and the City's financial environment.

The increasing cost of the program—approximately \$106,000 in 2025 and an estimated \$128,841 in 2026—combined with continued growth in participation and the City's consideration of sewer and trash rate increases, provides an appropriate opportunity for the Commission to review the program.

A review does not necessarily mean that the program should be reduced or eliminated. Rather, it provides an opportunity to determine whether the current level and structure of assistance remain appropriate and sustainable.

RECOMMENDED COMMISSION DIRECTION

Staff requests that the City Commission review the information presented and provide direction regarding whether it would like staff to further evaluate potential changes to the program.

Program Cost and Participation

The following table provides an 11-year lookback of program participation and the total amount of sewer and trash charges not collected through the Senior Rebate Program.

Year	Charges Not Collected	Participants	Average Cost per Participant*
2015	\$69,716.07	225	\$309.85
2016	\$70,118.35	225	\$311.64
2017	\$74,927.16	226	\$331.54
2018	\$72,578.51	223	\$325.47
2019	\$75,790.67	185	\$409.68
2020	\$87,786.55	204	\$430.33
2021	\$90,472.60	202	\$447.88
2022	\$87,991.99	195	\$451.24
2023	\$91,687.35	218	\$420.59
2024	\$98,929.41	227	\$435.59
2025	\$106,032.79	222	\$477.63
2026 (Est.)	\$128,840.94	278	\$463.46

*Average cost per participant is calculated by dividing total charges not collected by the number of participants for the applicable year.

2026 Estimate: January through August 2026 actual charges not collected total \$85,893.96. The estimated 2026 year-end amount of \$128,840.94 is based on annualizing the eight months of actual data over a 12-month period.

Key Fiscal Indicators

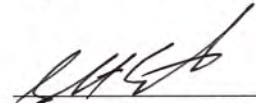
Indicator	2015	2025	2026 Est.	2015–2026 Change
Charges Not Collected	\$69,716	\$106,033	\$128,841	+84.8%
Participants	225	222	278	+23.6%
Avg. Cost per Participant	\$310	\$478	\$463	+49.6%

**Policy Report No. 8-2026
Flock Camera System
September 15, 2026**

Prepared by:


Patrick R. Kitchens, Police Chief

Approved by:


Scott Peterson, City Manager

ISSUE:

The Police Department is present at the City Commission to review and discuss the Flock Camera System.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The City Commission directed the staff to review and discuss the use of the Flock Camera System.

BUDGET IMPACT:

The Police Department is in the fourth year of a five-year contract with Flock at a cost of \$47,500 annually.

COMMISSION ACTION:

Review and discuss.

Leavenworth Police Department Policy Manual

Chapter 64

LICENSE PLATE READERS

I. PURPOSE

The purpose of this policy is to provide officers with guidelines on the proper use of license plate recognition (LPR) systems, also commonly known as license plate reader systems.

II. POLICY

The availability and use of LPR systems have provided many opportunities for the enhancement of productivity, effectiveness, and officer safety. It is the policy of this agency that all members abide by the guidelines set forth herein when using LPR systems.

III. DEFINITIONS

FOUO: For Official Use Only

LPR: License Plate Recognition/License Plate Reader

OCR: Optical Character Recognition

Read: Digital images of license plates and vehicles and associated metadata (e.g., date, time, and geographic coordinates associated with the vehicle image capture) that are captured by the LPR system.

Alert: A visual and/or auditory notice that is triggered when the LPR system receives a potential “hit” on a license plate.

Hit: A read matched to a plate that has previously been registered on an agency’s “hot list” of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation, or which has been manually registered by a user for further investigation.

Hot list: License plate numbers of stolen cars, vehicles owned by persons of interest, and vehicles associated with AMBER Alerts that are regularly added to “hot lists” circulated among law enforcement agencies. Hot list information can come from a variety of sources, including stolen vehicle information from the National Insurance Crime Bureau and the National Crime Information Center (NCIC), as well as national AMBER Alerts and Department of Homeland Security watch lists. Departments of motor vehicles can provide lists of expired registration tags, and law enforcement agencies can interface their own, locally compiled hot lists to the LPR system. These lists serve an officer safety function as well as an investigatory purpose. In addition to agency supported hot lists, users may also manually add license plate numbers to hot lists in order to be alerted if and when a vehicle license plate of interest is “read” by the LPR system.

Fixed LPR system: LPR cameras that are permanently affixed to a structure, such as a pole, a traffic barrier, or a bridge.

Mobile LPR system: LPR cameras that are affixed, either permanently (hardwired) or temporarily (e.g., magnet-mounted), to a law enforcement vehicle for mobile deployment.

Portable LPR system: LPR cameras that are transportable and can be moved and deployed in a variety of venues as needed, such as a traffic barrel or speed radar sign.



CITY OF LEAVENWORTH
100 N. 5th Street
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City Commission Regular Meeting
Commission Chambers
Tuesday, January 24, 2023 6:00 p.m.

CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Jermaine Wilson, Mayor Pro-Tem Griff Martin (via telephone call-in), Commissioners Nancy Bauder, Edd Hingula and Camalla Leonhard.

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Finance Director Roberta Beier, Police Chief Patrick Kitchens, Deputy Police Chief Maj. Dan Nicodemus, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

Mayor Wilson asked everyone to stand for the pledge of allegiance followed by silent meditation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Hingula moved to approve the minutes from the January 10, 2023 regular meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8207 Approval of Special Use Permit for Residential Home Stay 723 S. 10th Street – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced on January 10, 2023.

Mayor Wilson called the roll and Ordinance No. 8207 was unanimously approved.

Second Consideration Ordinance No. 8208 Granting an Electric Franchise with Evergy Kansas Central, Inc. - City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced on January 10, 2023.

Mayor Wilson called the roll and Ordinance No. 8208 was unanimously approved.

Public Comment: *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Louis Klemp 1816 Pine Ridge Dr.:

- Mentioned the \$84 stormwater fee for vacant lots
- Shared his thoughts on the new Centennial Bridge
- Mentioned a protocol issue at a recent meeting

General Items:

Consider Abatement of Administrative Fees on Nuisance Special Assessment 1229 Spruce Street – City Clerk Sarah Bodensteiner presented the item for consideration and reviewed the details as follows:

- Mr. Fruechting purchased the property at the September 29, 2022 Sheriff's Sale, as the property was involved in a foreclosure action due to non-payment of a mortgage. Prior to the Sheriff's Sale there was a special assessment placed against the property for nuisance abatements totaling \$1,609.58.
- In the past, the City Commission has reduced the fees to the actual cost of the mowing incurred by the City and a \$100.00 administrative fee. This would reduce the Special Assessment from \$1,609.58 to \$209.58. Typically the Commission sees these requests come through for properties acquired at a Tax Sale, which are properties that are several years delinquent on their tax payments.
- The property was purchased to revitalize, however the special assessment amount is a larger expense that was not anticipated. The plan is to sell the property once revitalized.

Commissioner Hingula:

- Asked if these assessments are announced at the time of the sale, so the potential owner would know that

Mr. Fruechting:

- Stated he didn't know the process to check with the County tax office before the Sheriff's Sale
- Discussed his plans to revitalize and sell the property

Commissioner Leonhard moved to reduce the 2022 Special Assessments on the property at 1229 Spruce Street from \$1,609.58 to \$209.58. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Camp Leavenworth Event Management Contract – Assistant City Manager Penny Holler presented for consideration a comprehensive management contract with O'Neill Events and Marketing for the 2023 City of Leavenworth festival. In the fall of 2022, nearly 7,000 residents and visitors attended the Camp Leavenworth festival to enjoy two days of food, live music, and fun activities. Last year's event highlighted local people and businesses including food vendors, craft vendors, and musicians. It also introduced the Camp 5K Run/Walk bringing in additional visitors to the festival on Saturday. O'Neill Events & Marketing was the event organizer that facilitated the 2022 event. Their past work has also included high profile events including the Kansas City Chiefs Super Bowl Parade, the World War I Museum Centennial Event, and Kansas City's Irish Fest. The proposed contract would utilize O'Neill's knowledge of the City and the festival to facilitate the 2023 event. The 2023 Scope of Work has no fee increase from 2022. Keli Wenzel with O'Neill Events and Marketing was present for any questions.

Mayor Wilson:

- Asked if there are any big plans for 2023

Ms. Wenzel:

- Already working on ideas for 2023
- Wanted to build a solid community event first and then build on that progress

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Portable LPR system: LPR cameras that are transportable and can be moved and deployed in a variety of venues as needed, such as a traffic barrel or speed radar sign.

IV. PROCEDURES

A. General

1. The use of LPR systems is restricted to public safety–related missions of this agency.
2. LPR systems and associated equipment and databases are authorized for official public safety purposes. Misuse of this equipment and associated databases, or data, may be subject to sanctions and/or disciplinary actions.
3. LPR systems and LPR data and associated media are the property of this agency and intended for use in conducting official business with limited exceptions noted elsewhere in this policy.

B. Administration

1. The agency shall designate an employee(s) with administrative oversight for LPR system deployment and operations who is (are) responsible for the following:
 - a. Establishing protocols for access, collection, storage, and retention of LPR data and associated media files
 - b. Establishing protocols to preserve and document LPR reads and “alerts” or “hits” that are acted on in the field or associated with investigations or prosecutions
 - c. Establishing protocols to establish and ensure the security and integrity of data captured, stored, and/or retained by the LPR system
 - d. Ensuring the proper selection of the personnel approved to operate the LPR system and maintaining an adequate number of trainees;
 - e. Maintaining records identifying approved LPR deployments and documenting their results, including appropriate documentation of significant incidents and arrests that are related to LPR usage
 - f. Authorizing any requests for LPR systems use or data access according to the policies and guidelines of this agency
2. Designated, trained personnel shall check equipment on a regular basis to ensure functionality and camera alignment. Any equipment that falls outside expected functionality shall be removed from service until deficiencies have been corrected.
3. LPR systems repairs, hardware or software, shall be made by agency authorized sources.

C. License Plate Reader System Usage

1. LPR operation and access to LPR collected data shall be for official agency purposes only.
2. Only officers who have been properly trained in the use and operational protocols of the LPR systems shall be permitted to use it.
3. LPR Alerts/Hits: Prior to initiation of the stop:
 - a. Visually verify that the vehicle plate number matches the plate number run by the LPR system, including both alphanumeric characters of the license plate and the state of issuance.
 - b. Verify the current status of the plate through dispatch or MDT query.
4. In each case in which an alert or a hit is acted upon, the user should record the disposition of the alert and the hit into the LPR system.

5. Hot lists may be updated manually if the user enters a specific plate into the LPR system and wants to be alerted when that plate is located. Whenever a plate is manually entered into the LPR system, the officer shall document the reason.
 6. Special Details: LPR use during nontraditional deployments (e.g., special operations) must be approved by a command staff member.
 7. Searches of historical data within the LPR system should be done in accordance with established departmental policies and procedures.
- D. LPR Data Sharing and Dissemination
- LPR data should be considered FOUO and can be shared for legitimate law enforcement purposes:
1. Information sharing among agencies should be dictated in accordance with MOUs (memoranda of understanding) or established departmental policies.
- E. Retention
1. The retention period for standard LPR data is thirty (30) days or less.
 2. Photographic or video images, metadata, and other information obtained from the LPR system that relates to a specific criminal case may be saved and retained until that case is adjudicated or otherwise cleared.



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- The property was purchased to revitalize, however the special assessment amount is a larger expense that was not anticipated. The plan is to sell the property once revitalized.

Commissioner Hingula:

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Mr. Fruechting:

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Mayor Wilson:

- Asked if there are any big plans for 2023

Ms. Wenzel:

- Already working on ideas for 2023
- Wanted to build a solid community event first and then build on that progress

Commissioner Hingula:

- Asked if an after-action review is conducted to review items that went well and items that could be improved upon

Ms. Wenzel:

- After every event we look at what went well and what we can improve on

Commissioner Martin:

- Stated he's excited for the 2023 event and if we can get more participants for the 5K

Commissioner Hingula moved to approve the comprehensive management contract with O'Neill Events and Marketing for the 2023 City of Leavenworth Camp Leavenworth festival in an amount not to exceed \$68,200.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

The Mayor called for a 5 minute break.

The meeting resumed at 6:25 p.m.

Consider Leavenworth Attainable Housing Proposal – City Manager Paul Kramer discussed the proposal from Leavenworth Attainable Housing regarding their homeless transitional housing program, which was for the City to use American Rescue Plan Act funding for two (2) duplex housing units for the program. Leavenworth Attainable Housing is also partnering with Depaul USA to help manage the program. At the request of the City Commission, Chuck Levesque, President of Depaul USA, presented a more detailed proposal for the project at the January 3rd meeting, along with providing more information on the Depaul organization. Following that meeting, Depaul and Leavenworth Attainable Housing submitted a revised proposal, to expand the scope to include the two duplex units, as well as the intent to purchase, rehabilitate and incorporate four single-family homes into the project. The proposal is before the Commission for consideration. Mr. Kramer suggested the following structure to allocate the funds:

1. Funding for land and/or property acquisition as outlined in the proposal would happen following an agreement and prior to closing. The City Manager's Office would confirm an agreement and contract had been completed and prior to closing would issue that portion of the funding.
2. Funding for the construction would be allocated following full building permits being issued by the City. At that point, the City would expend construction funding in an amount not to exceed \$600,000.00 total (including funding provided for land and property acquisition).

Sister Vickie Perkins:

- Stated this project will help with individual housing needs, as the 7 properties already in the program are for families

Commissioner Hingula:

- Asked what the expected occupancy timeline is for people who will be staying in these properties
- Will there be rent required
- Will the ownership of the properties stay local

Sister Vickie Perkins:

- They can stay as long as they need, there is no time limit
- They have to have income to be in the program and rent will be required
- Depaul will own the property, but everything will be done locally

Commissioner Bauder:

- Stated being able to get people into housing is very important and definitely needed

Commissioner Martin:

- Thanked the group for their work on this matter

Commissioner Bauder moved to accept the proposal from Leavenworth Attainable Housing and Depaul USA, to include the funding structure as presented, and instruct the City Manager to work with the group to execute the agreement, in the amount not to exceed \$600,000.00. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Police Department License Plate Reader System – Police Chief Patrick Kitchens presented for consideration a request of the City Commission to authorize the City Manager to enter into an agreement with Flock Safety, Inc., to provide a License Plate Reader (LPR) System at major intersections in the City of Leavenworth. In the 2022 and 2023 City Commission Goals related to public safety, the Police Department identified one of our critical goals as “continue to evaluate technology to improve operations and transparency.” Over the course of the last several years we have identified a gap in our ability to reduce crime and apprehend criminals on some major crimes and cases. It is for those reasons the Police Department identified and advocated for the funding and acquisition of a License Plate Reader system at major intersections in our community. We’ve had murder cases that LPR evidence would have enhanced our investigators ability to identify, apprehend and successfully prosecute suspects. There have been significant increases in car thefts. In 2021, Leavenworth had 148 stolen automobiles and in 2022 we had 123 stolen cars. The Police Department has responded to and investigated a number of other serious crimes where the availability of LPR evidence would have helped. The Police Department prepared a Request for Proposal (RFP) and invited companies to submit for consideration. The Police Department empaneled a committee to review and assess the proposals. Reviewed the major criteria areas for the RFP. The committee reviewed all proposals based upon the criteria and are recommending Flock Safety, Inc., as best suited for our needs. The proposal submitted by Flock Safety, Inc., came in well under budget and would allow for the addition of a 5th intersection to the project. It is the committee’s recommendation that we add a 5th intersection at 4th and Limit Street.

Mayor Wilson:

- Is in favor of doing what we have to do to combat crime

Commissioner Martin:

- Concerned the public perception of lack of privacy, as everything is being tracked
- Doesn’t feel comfortable passing this without the public making that decision

Mr. Waters:

- Stated that the Kansas Open Records Act exemptions have been revised to include an exemption for data from license plate readers

Commissioner Hingula:

- Asked about an expectation of privacy being on the public streets and sidewalks

Commissioner Bauder:

- From a safety and crime standpoint, this is important

Mayor Wilson:

- Crime is increasing everywhere for everyone and this will help our Officers

Commissioner Bauder moved to authorize the City Manager to enter into a 5-year contract with Flock Safety, Inc. to provide a License Plate Reader system for five (5) intersections in amounts not to exceed the following: Year 1 - \$54,150.00, Year 2 - \$47,500.00, Year 3 - \$47,500.00, Year 4 - \$47,500.00, and Year 5 - \$47,500.00. Commissioner Leonhard seconded the motion. The motion passed 4-1 with Commissioner Martin voting no. Mayor Wilson declared the motion carried 4-1.

Consider Police Department Weapons Upgrade – Police Chief Patrick Kitchens presented for consideration approval of a sole source purchase of new handguns, holsters, sights and lights for use by Police Officers from GT Distributors, Inc. Existing handgun stock was acquired in 2012 and are in need of replacement. The Police Department typically replaces handguns about every 10 years, and this request for replacement is on schedule. The department Range Masters have done extensive research and determined it would be beneficial to maintain the Glock handgun as a standard issue weapon but switch from a .40 caliber round to a 9mm round. The most important element of this decision is accuracy. GT Distributors is the only authorized Glock representative for our region. GT Distributors provided a cost of \$27,666 for the purchase of 78 handguns, holsters, lights, sights, and magazines. We receive a trade value of \$23,098.50 for 79 handguns in use now by Officers.

Commissioner Martin moved to approve the sole source purchase of new handguns, holsters, lights, sights, and magazines from GT Distributors, Inc., in an amount not to exceed \$27,666.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

First Consideration Ordinance:

First Consideration Ordinance for Amending the Code of Ordinances regarding Towing and Impoundment of Vehicles – Police Chief Patrick Kitchens presented for first consideration amendments to the Code of Ordinances that govern Towing and Impounding of vehicles in the City of Leavenworth. The Police Department was before the Governing Body on December 6, 2022 during a study session to discuss the ordinances that govern police towing and impounding of vehicles. This was based on a concern from a citizen about excessive and unnecessary charges that resulted when a car was towed after a traffic accident. Reviewed the proposed changes to the Code of Ordinances which would amend Sections 44-85, 44-86, 44-98, 44-99, and 44-127. Further amending Chapter 44 by adding 44-220, 44-221, 44-222, 44-223, 44-224, and 44-225.

There was consensus by the Commission to place the ordinance on first consideration.

Consent Agenda:

Commissioner Leonhard moved to approve claims for January 7, 2023, through January 19, 2023, in the amount of \$728,036.14; net amount for Payroll #01 effective January 13, 2023, in the amount of \$375,816.63 (No Police & Fire Pension). Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- Thanked the Commission and public for ideas, feedback and suggestions regarding the Camp Leavenworth event
- At the April 4th Study Session the consultant team for the Countywide Transportation Study will be before the Commission to provide a briefing

Commissioner Martin:

- Wished everyone a good rest of the week and God bless

Commissioner Leonard:

- Be safe tomorrow with the weather

Commissioner Hingula:

- Thanked those who are working to make Leavenworth a better, safer, and fun place to live

Commissioner Bauder:

- Heard from a citizen that feels the Commission makes quick decisions and rubber stamps items. The Commission does their homework and asks questions and reads the packets. We look at everything very closely

Mayor Wilson:

- Mentioned the gym supervisor position that is open with the City
- Briefly discussed open-gym at the Riverfront Community Center

Adjournment:

Commissioner Hingula moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was approved and the meeting was adjourned.

Time Meeting Adjourned 7:22 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**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: KS - Leavenworth PD	Contact Name: Ezekiel Stevenson
Legal Entity Name:	
Address: 601 S 3rd St Ste 2055 Leavenworth, Kansas 66048	Phone: (913) 680-2508 E-Mail: estevenson@firstcity.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 60 months Renewal Term: 60 months	Billing Term: 100% at Last Camera Validation payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - Invoiced at Last Camera Validation.
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	19.00	\$6,650.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	19.00	\$47,500.00

Subtotal Year 1:	\$54,150.00
Subscription Term:	60 Months
Annual Recurring Total:	\$47,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$244,150.00

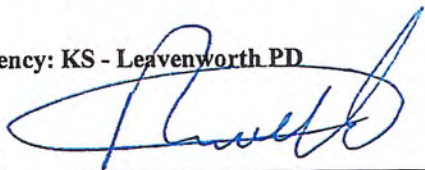
I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

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

FLOCK GROUP, INC.

DocuSigned by:
By: Mark Smith
AG66931454824F3...
Name: Mark Smith
Title: General Counsel
Date: 2/10/2023

Agency: KS - Leavenworth PD

By: 
Name: Patrick R. Kitchens
Title: Chief of Police
Date: 02/10/2023

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 City of Leavenworth, Kansas ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

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

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

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

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

AGREEMENT

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

1. DEFINITIONS

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

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

- 1.2. **"Agency Data"** means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
- 1.3. **"Agency Generated Data"** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.
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.
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.
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.
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.
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.
9. **"Embedded Software"** means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
10. **"Falcon Flex"** means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
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.
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.
13. **"Flock Safety Falcon™"** means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
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.
15. **"Flock Safety Sparrow™"** means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

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.
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.
19. **"Implementation Fee(s)"** means the monetary fees associated with the Installation Services, as defined below.
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.
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.
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.
23. **"Support Services"** means Monitoring Services, as defined in Section 2.10 below.
24. **"Usage Fee"** means the subscription fees to be paid by the Agency for ongoing access to Services.
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.
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.
27. **"Wing Livestream"** means real-time video integration with third-party cameras via the Flock interface.
28. **"Wing LPR"** means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.
29. **"Wing Replay"** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
30. **"Vehicle Fingerprint™"** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

- 2.1. **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("*User ID*"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.
- 2.2. **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, nonexclusive, 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, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.
- 2.5. **Usage Restrictions.**
- 2.5.1. **Flock IP.** The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

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

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

2.7.Suspension.

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

2.7.2.Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption; provided that if any Service Interruptions exceed more than 30 days (cumulatively) during any one calendar year, and such Service Interruptions are due to the actions or inactions of Flock, then Agency may terminate this agreement as provided in Section 6.3 below.

To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8.Installation Services.

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

2.8.2. **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3. **Flock's Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or

maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

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

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

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

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

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

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency

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

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

4. CONFIDENTIALITY; AGENCY DATA

4.1. Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency

situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

- 4.2. Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.
- 4.3. Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.
- 4.4. Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.5. Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

1. **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.
2. **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.
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).
3. **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

- 6.1. **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
 - a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
 - b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
 - c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

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

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

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

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

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

7. REMEDY; WARRANTY AND DISCLAIMER

7.1. Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or

damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair 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—the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption; provided, that nothing herein shall limit Agency's rights to terminate for Service Interruptions as provided in Section 2.7.2 above.

7.4. Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 AND SECTION 6.3 ABOVE ARE 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

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

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

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

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

8.4. Indemnity. To the extent permitted under Kansas law, including but not limited to the Kansas tort claims act, as amended, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1. Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial

- order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.
- 9.2. Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 9.3. Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 9.4. Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.
- 9.5. Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.
- 9.6. Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.
- 9.7. Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 9.8. Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government

will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210 ATLANTA,
GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

101 S. 5th Street
Leavenworth, KS 66048

ATTN:

EMAIL:

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date of signature indicated below.

FLOCK:

FLOCK GROUP, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENCY:

CITY OF LEAVENWORTH, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____



LEAVENWORTH COUNTY ATTORNEY'S OFFICE

TODD G. THOMPSON

COUNTY ATTORNEY

Leavenworth Justice Center
601 S. Third Street, Suite 3069
Leavenworth, KS 66048-2868

Phone: (913) 684-0480

Fax: (913) 684-1050

Shawn M. Boyd
DEPUTY COUNTY ATTORNEY

Jose V. Guerra
ASSISTANT COUNTY ATTORNEY

Christopher Lyon
ASSISTANT COUNTY ATTORNEY

Nicholas Campbell
ASSISTANT COUNTY ATTORNEY

Saber Hossineh
ASSISTANT COUNTY ATTORNEY

Kirstyn Dvorak
ASSISTANT COUNTY ATTORNEY

Christen Secrest
ASSISTANT COUNTY ATTORNEY

Lindsey Buchanan
Assistant County Attorney

August 24, 2026

Leavenworth City Commission
100 N. 5th Street
Leavenworth, Kansas, 66048

Re: the Flock Safety automated license plate reader system

To Whom it May Concern:

A man wearing a gorilla-styled Halloween mask shot two people in Leavenworth. The two people were sitting in a vehicle in the area of Martin Luther King Jr. Drive and Limit Street on October 26, 2024, when the man approached them and fired multiple rounds, injuring one and killing another. The man in the gorilla mask then fled by vehicle.

Fortunately, the Leavenworth Police Department has had the Flock Safety automated license plate reader (ALPR) system since 2023, or we may not have been able to identify, apprehend, and convict this man.

This is just one example of the numerous times the ALPR system has been able to assist investigators in developing leads and identifying suspects involved in crimes that have occurred in our community. The Leavenworth Police Department itself identified the ability of LPR evidence to enhance investigators' ability to identify, apprehend, and successfully prosecute suspects in serious cases.

All too often, we have people attempting to flee and elude law enforcement. When this occurs, one of the greatest concerns is the safety of the officers pursuing the person, as well as the safety of citizens who may be in the path of someone attempting to elude police. These cameras can help investigators locate and identify a suspect without necessarily requiring a dangerous pursuit. That not only improves safety for officers and citizens, but also helps ensure that those responsible for serious crimes can be held accountable and that justice can be served for victims and their families.

I know that for a parent, one of the biggest fears is someone kidnapping a child. The ALPR system can provide investigators with another tool to quickly identify vehicles associated with an investigation and develop leads about where a suspect or missing child may have traveled.

I have heard concerns from residents in the community about the invasive nature of the cameras. It should be pointed out that these cameras are designed to capture vehicle information that is visible from public roadways,

1 of 1

including license plates, vehicle make, model, color, distinguishing characteristics, date and time, and the location of the camera. The system does not use facial recognition and does not identify the driver or passengers in the vehicle.

It's also my understanding The LPR takes a quick burst of photographs, no video. That information is only retained for 30 days. Law enforcement can't see a live feed of the video. They don't record the speed of the vehicle and don't record whether or not a motorist runs a red light.

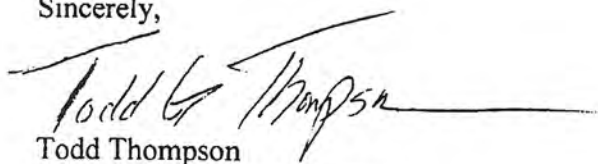
This technology is another tool available to law enforcement to assist in investigations. Most businesses and homes have cameras, and law enforcement routinely obtains footage from those cameras to assist in investigations. ALPR technology provides another source of information that can help law enforcement solve crimes and protect our community.

Another factor in this day and age is that more people have an expectation that law enforcement should have DNA and video evidence in criminal cases. Having DNA or video evidence is not always a reality. We have spent centuries relying on witnesses and piecing together cases based on circumstantial evidence. Yet, in a world where there is an expectation that video and DNA evidence should exist in every case, even when that is not practical, we should support utilizing technology when it is available and appropriate.

The main concern I hear with the ALPR system is the ability for it to be abused. My understanding is that Flock Safety has taken steps to prevent misuse, including access controls and auditing of searches. In addition, in conversations with Chief Kitchens, I understand that his department has a well-documented system of checks and balances designed to prevent and identify misuse. These safeguards are important because any technology used by law enforcement should have appropriate oversight and accountability.

As a prosecutor and a citizen of this community, I am grateful for this technology and believe it should continue to be maintained and used as an additional tool to protect our community.

Sincerely,



Todd Thompson
Leavenworth County Attorney

FLOCK CAMERA SYSTEM

Chief Pat Kitchens
Major Dan Nicodemus
Sgt. Zeke Stevenson

FLOCK CAMERA SYSTEM

- How did we get Flock?
 - Staffing shortages over the last 10-15 years have required law enforcement to be more reliant on technology to provide public safety.
 - Public Demand for crime reduction and better public safety
 - Certainly, recognize the need to balance public safety and privacy.

FLOCK CAMERA SYSTEM

- *2024/2025 City Goals and Objectives for Public Safety*
 1. Address recent trends in domestic violence incidents and target initiatives to reduce
 2. Drug crimes in high-risk areas, with an emphasis on fentanyl and opioids.
 3. Continue to focus on community engagement.
 4. *Continue to evaluate technology to improve operations and transparency.*
 5. Push for the continuation of increased funding and resources for mental health issues.

FLOCK CAMERA SYSTEM

- The Specific Process
- Early 2022 met with companies who offer LPR's.
- Submitted a funding request for 2023 Budget.
- Completed the RFP Process with vendors.
- Committee recommended Flock.
- Reviewed and approved a 5-year contract with Flock by City Commission on January 24, 2023.
- Flock Cameras installed in summer of 2023.

FLOCK CAMERA – CONT.

- LPD has 19 Flock Cameras installed at five intersections in the City of Leavenworth.
 - 4th and Metropolitan
 - 4th and Eisenhower
 - 20th and Eisenhower
 - 20th and Metropolitan
 - 4th and Limit
- Two private locations have Flock Cameras. (Woodland Village, Home Depot)

FLOCK CAMERA'S – CONTRACT

- Year 1- 2023 - \$54,150
- Year 2 – 2024 - \$47,500
- Year 3 – 2025 - \$47, 500
- Year 4 – 2026 -\$47,500
- Year 5 – 2027 - \$47,500

FLOCK - CONT.

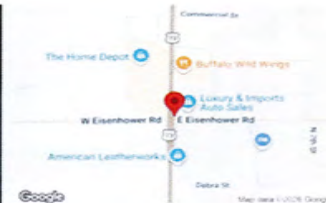
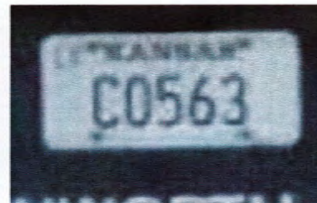
- Data is shared among law enforcement agencies.
- Leavenworth PD shares with 139 Total Agencies
 - 91 in the State of Kansas
 - 48 Out of State
 - 2 Federal Agencies (HIDTA and US Postal Inspector)
- 96 Law Enforcement Agencies in Kansas Operate 1,251 Flock LPR's.
- Basehor and Tonganoxie recently signed with Flock.

Investigative Summary

License Plate Detection

License Plate Read

Organization name	Created by	Date created	Offense type
Leavenworth KS PD	Ezekiel Stevenson	August 18, 2026	Other



License Plate Detection Details

License plate	KS C0563
Body, make, color	SUV-Ford-Black
Local date/time captured	August 18, 2026, 7:28:57 PM CDT
Organization name	Leavenworth KS PD
Search reason	Pulling examples from system to present to city commission
Case number	
Device name	#04 4th @ Eisenhower NB
Device type	LPR
Device location	39.26712934843533, -94.89969670144689
Nearest address	1112 N Main St, Lansing, KS 66043, USA
Device network	Leavenworth KS PD

I, Mary DeWolfe, under 28 U.S.C. § 1746, declare under penalty of perjury that the following is true and correct. This Certification is based on my personal knowledge. I am a Records Custodian for Flock Group, Inc. ("Flock"). I am familiar with how Flock records are made and maintained. These are true and accurate records that were made near the time of the events set forth therein by people with knowledge of those matters, kept in the course of Flock's regularly conducted business activity, and made as a regular practice of that activity. Executed on 8/18/2026.

Mary DeWolfe
Mary DeWolfe
Custodian of Records

FLOCK USING AI

- Detect vehicles and license plates in captured images.
- Read license plate characters and identify the issuing state and plate type.
- Classify objective vehicle characteristics, including make, color, body type, and distinguishing features such as decals, racks, toolboxes, temporary plates, or the absence of a plate.
- Create a searchable Vehicle Signature so investigators can look for a vehicle based on visible characteristics.
- Convert the information visible in a vehicle image into searchable data.
- Assign confidence scores to AI-generated reads, allowing users to understand that a result is an estimate requiring human review.

LPR'S – OTHER COMPANIES

- Motorola Solutions
- Axon Enterprise
- Leonardo DRS/LSAG
- Rekor – (30 second video)
- PlateSmart Technologies
- NDI Recognition Systems
- Nealogy
- Perceptics
- Jenopics
- Innova Systems Group

FLOCK - SUCCESSES

- The Leavenworth Police Department has solved hundreds of cases with evidence from Flock including shootings, drugs crimes, sex crimes, and car thefts.
- Here are some specific cases:
 - A 22-year-old came to Leavenworth from out of state and picked up a 14- year-old girl he met on-line. The FBI provided information on a possible suspect name and vehicle information. Based on the information obtained from Flock cameras we were able to eliminate the person as a suspect.
 - We investigated a Battery at a fast food restaurant. Person was angry in the drive through about a wrong order. Went in and battered the employee. Flock evidence identified the suspect.

FLOCK SUCCESSES – CONT.

- Investigated a case where a criminal would go to a funerals, break in and search cars to steal credit cards. It happened here and Atchison. We used Flock evidence to identify the suspects.
- Assisted in the Investigation of a “ghost tapping” nationwide crime spree that was federally prosecuted because the suspect was a Chinese National.
- Flock evidence used to identify a drug suspect who was making multiple narcotics drops on Metropolitan intended for the federal prison.

FLOCK - SUCCESSES



FLOCK – INTERNAL CONTROLS

- Department Policy
- Audits
- Flock Internal Controls

STANDARD AUDIT

2026-08-10T19:17:40.000Z	Paul Lednický	delete	Custom Hotlist Entry	Hotlist Name: 1623 Hotlist Deleted Plates: License: 7298ALV State: null	70bf3351-1412-468a-89f0- 58a0b5511bb7
2026-08-09T02:07:59.000Z	Lane Plowman	create	Custom Hotlist Entry	Hotlist Name: Plowman's License: 2866AMZ State: kansas Reason: Agg Bat and stolen Case: Expiry: 2026-09-08T04:59:59.000Z Consolidated: false	885a1278-ebfd-470d-9c70- 24188432398f
2026-08-05T19:14:25.000Z	Cody Kear	create	export	LPR Export Type: Image Download Number of Objects: 1	d2b13b8a-918f-4e8d-af19- 40bac9fda984
2026-08-05T19:14:19.000Z	Cody Kear	create	export	LPR Export Type: Image Download Number of Objects: 1	d4149f7b-fe8c-4288-a3f7- 659824cccd5
2026-08-05T19:14:08.000Z	Cody Kear	create	export	LPR Export Type: Image Download Number of Objects: 1	2ea5c486-e950-4a24-b23a- 196c4a4440c4
2026-08-02T04:25:46.000Z	Lane Plowman	delete	Custom Hotlist Entry	Hotlist Name: Plowman's Deleted Plates: License: 381RYC State: kansas	00d29884-1917-4dcf-9173- 642f95702caa
2026-08-02T04:25:19.000Z	Lane Plowman	delete	Custom Hotlist Entry	Hotlist Name: Plowman's Deleted Plates: License: 564RRV State: kansas	59e2b2fd-e339-490f-8e8e- 69ad09e4a87f

AI AUDIT THAT REQUIRES HUMAN VERIFICATION

Timestamp	User	Event Type	Entity Type	Entity Details	Event Id
2026-08-19T06:59:42.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Coby Henley Status: Needs Review -> Archived	733adcfe-b085-436e-b429-f1363a2c09a8
2026-08-19T06:59:36.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Coby Henley Status: Needs Review -> Archived	cd9601fd-3b20-4a1c-afdf-afb97e40628a
2026-08-19T06:59:21.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Coby Henley Status: Needs Review -> Archived	11f34d1a-a5f1-48f4-901f-26eba458ca63
2026-08-19T06:53:19.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Ezekiel Stevenson Status: Needs Review -> Archived	6263d390-fc54-4044-b94b-ddf22f0c0ffd
2026-08-19T06:52:36.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Ezekiel Stevenson Status: Needs Review -> Archived	4866411c-675d-4a3e-b955-45975a2abaef
2026-08-19T06:48:13.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Coby Henley Status: Needs Review -> Archived	87fa513e-22df-480a-8aa1-155962d4a72e
2026-08-19T06:46:57.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Sarah Brummer Status: Needs Review -> Archived	0d557c5d-8980-4dd8-a872-d6dec7c2c16f
2026-08-19T06:46:16.000Z	Ezekiel Stevenson	update	organizationAudit	License Plate: *** User: Lane Plowman Status: Needs Review -> Archived	10e93fa2-d0c1-47a7-b1cd-045955de080a

LEGAL ISSUES/REVIEW

- Each case gets reviewed by the prosecutor:
 - Proper Investigation
 - Proper Evidence Collection

LEGAL ISSUES – CONT.

- Current law does not, at this time, reflect that the use of Flock cameras, by themselves, are problematic under the Fourth Amendment.
- Key reasons for this include that a person does not have an expectation of privacy in driving a vehicle on public streets, and limited fixed-location/fixed-point-in-time deployments don't constitute "tracking";
- License plates themselves are publicly-issued;
- In these respects, Flock cameras are akin to red light cameras, or perhaps even KTAG turnpike monitors.
- Where problems are likely to arise, is if and where cameras become the equivalent of "tracking" and continuously updating vehicle information to systems such that they can provide specific location information close to the equivalent of cell phones.

LEGAL ISSUES CONT.

- Even where the data retrieved by Flock cameras implicates the Fourth Amendment, the “installation” of them, alone, may not be prohibited by the Fourth Amendment; what the Fourth Amendment would require, is a warrant in order to use aspects of the software or hardware that would “go too far” and constitute tracking and such.
- So, we will get a warrant. LPD has applied for 104 search warrants this year.

FUTURE TECHNOLOGY

- Robots on Patrol
- Robot Dogs - Bombs
- Facial Recognition
- Drones as First Responders