

AGENDA
STUDY SESSION MEETING OF THE CITY COUNCIL
VIRTUAL MEETING
CITY OF LAKEWOOD, COLORADO
VIRTUAL MEETING
SEPTEMBER 21, 2026
7:00 PM

To watch the Council meeting live, please use either one of the following links:

City of Lakewood Website: [Lakewood.org/CouncilVideos](https://lakewood.org/CouncilVideos)

Lakewood Speaks: Lakewoodspeaks.org

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ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – Presentation Regarding Automated License Plate Readers

ITEM 4 – COMMITTEE REPORTS

ITEM 5 – ADJOURNMENT

STAFF MEMO

DATE OF MEETING: SEPTEMBER 21, 2026 / AGENDA ITEM NO. 3

To: Mayor and City Council
From: Phillip Smith, Chief of Police
Subject: **Automated License Plate Readers**

SUMMARY STATEMENT: The Lakewood Police Department has used Automated License Plate Recognition (ALPR) technology in various forms since 2010 and currently operates 17 fixed ALPR cameras provided by Flock Safety. ALPR technology has assisted Department personnel in serious criminal investigations, the recovery of stolen property, the identification of offenders, and the location of missing and endangered people. The technology also creates legitimate privacy concerns because it collects and temporarily retains searchable vehicle-location information, including observations of vehicles not suspected of involvement in criminal activity.

The use of ALPR in Lakewood has always been of a more limited scope than has been described in other jurisdictions. Additionally, in response to public concerns about the use of ALPR, the Lakewood PD has revised PP-9126 to reduce routine data retention, limit information sharing, establish recurring audits, strengthen restrictions on access, and updated the LPD Transparency Portal with information on ALPR technology. In this presentation, staff will provide approaches to the use of ALPR cameras within Lakewood that seek to retain the public-safety value of ALPR while preserving meaningful privacy protections, but the primary purpose of this study session is to provide an opportunity for the City Council to review Lakewood's current use of ALPR technology, consider whether additional safeguards are appropriate, and allow them to discuss the relationship between the City's proposed Automated Vehicle Identification System (AVIS) and the existing ALPR.

BACKGROUND INFORMATION: The Department has used ALPR technology since 2010 and currently operates 17 fixed Flock Safety cameras that capture still images of vehicles. None of these 17 fixed cameras capture faces, use facial recognition, record continuous video, provide pan-tilt-zoom surveillance, or operate as mobile units. The system records license plates and general vehicle characteristics for authorized law-enforcement purposes, with routine observations retained for 30 days.

Initial implementation of the current ALPR system and the first year of the agreement were funded through a federal Edward Byrne Memorial Justice Assistance Grant (JAG). Subsequent annual costs have been paid from the Police Department budget. The City's current subscription agreement for the 17-camera Flock ALPR system costs approximately \$58,000 annually and automatically renews in January 2027 but can be terminated at any time. The agreement was executed administratively under the City's purchasing policy regulations.

Lakewood's Current ALPR System

Lakewood's ALPR cameras capture still images of passing vehicles and record the observed license plate, date, time, camera location, and general vehicle characteristics such as make, model, color, body type, and distinguishing features. The cameras do not capture or identify faces, employ

facial-recognition technology, continuously record video, or use pan-tilt-zoom capabilities.

The system compares observed plates against authorized law-enforcement information, including CCIC and NCIC hot lists, and may generate an alert for authorized personnel. Authorized users may also search for stored observations using a license plate or general vehicle characteristics as part of a criminal investigation or other legitimate public-safety matter.

ALPR information is an investigative lead. It does not identify the driver, establish guilt, or independently justify enforcement action. PP-9126 prohibits a traffic stop based solely on an ALPR alert and requires personnel to confirm the plate and underlying CCIC or NCIC information before taking enforcement action.

Data Retention, Access, and Sharing

Routine ALPR observations are retained for 30 days and then automatically deleted by the vendor unless affirmatively preserved by the Lakewood PD for an authorized investigative, evidentiary, civil, internal-affairs, personnel, or administrative purpose. Lakewood PD requires that preserved information must be transferred to Evidence.com and maintained in accordance with the requirements applicable to the associated matter and C.R.S. § 24-72-113.

Access to information received through the ALPR is limited to sworn law enforcement and approved non-sworn employees of Lakewood whose assignments require use of the system. Each user has an individual account, and access is deactivated when no longer required. Every search must have a legitimate law-enforcement basis, and the reason for the search must be documented. Personal or other unauthorized use violates Department policy and will result in corrective or disciplinary action.

Lakewood affirmatively selects the agencies permitted to search for information generated by its cameras. Continuing access is limited to Colorado state and local law-enforcement agencies that reciprocally share ALPR information with Lakewood. Lakewood users do not receive results from unapproved agencies, out-of-state or federal agencies, or the nationwide Flock network through this arrangement. Lakewood does not allow access to data by private Flock customers. Lakewood has not authorized any federal agency to directly access its information. Flock can not independently access Lakewood's data unless they obtain permission from Lakewood personnel for an approved purpose, such as IT assistance.

Access, use, and disclosure are also subject to Colorado law and Department policy, including restrictions concerning federal immigration enforcement and legally protected health-care activity. These restrictions apply regardless of the ALPR vendor used by the City.

Privacy Safeguards and Revisions to PP-9126

The principal privacy concern presented by ALPR is the collection of searchable vehicle-location information about all passing vehicles, including those having no known connection to criminal activity. The ability to combine and retrospectively search observations makes appropriate limits on retention, access, use, and sharing particularly important.

In response to concerns raised by community members, the Department revised PP-9126. The adopted and implemented revisions seek to impose the following limitations on Lakewood's use of ALPR data:

- Reduce routine retention from one year to 30 days and strengthen documentation requirements for searches;
- Limit ongoing information sharing to reciprocal Colorado state and local law-enforcement agencies;

- Establish recurring internal audits and periodic audits of outside-agency searches;
- Permit Lakewood to restrict, suspend, or terminate outside-agency access and require an annual administrative review of the program;
- Expressly prohibit unauthorized or discriminatory use of data received through ALPR; and
- Incorporate Colorado statutory restrictions concerning federal immigration enforcement and legally protected health-care activity into the local regulations to serve as a constant reminder to users of ALPR data of the requirements of those laws.

These safeguards govern the Department's use of ALPR technology and are not dependent on a particular vendor. If any vendor were to be selected to provide this service within Lakewood, such vendor would be evaluated for its ability to comply with Lakewood's requirements concerning privacy, security, retention, sharing, auditing, and administrative control.

While any safeguard is developed after review for legal concerns, operational effect, technological feasibility, cost, and staff workload, staff is aware that there may be additional safeguards the City should adopt to assure that the ALPR within Lakewood best meets Lakewood's desires for crime control and privacy protections. Some areas of review could include shorter retention, further sharing limitations, different audit or reporting requirements, additional training and access reviews, or further technical and contractual controls.

Community and Victim Benefit

Lakewood has recently used ALPR information as an important component to help identify a suspect in an ongoing sexual-assault and kidnapping series, advance homicide investigations, recover stolen vehicles and property, connect related crimes, identify a driver following a fatal hit-and-run, and safely locate vulnerable missing people. It must be acknowledged, though, that in each instance ALPR was only one component of a broader investigation and did not replace interviews, evidence collection, legal process, or professional judgment. It provided vehicle-related information that helped investigators identify leads, direct resources, and reduce the time required for manual review of video, records, and other evidence.

Lakewood contracted with Flock Safety in 2023 when the City's previous ALPR technology became too cumbersome for continued use. In 2022, Colorado had the highest auto-theft rate in the nation, and more than 3,000 hit-and-run crashes were reported in Lakewood alone between 2021 and 2023. Lakewood PD recognized the community's frustration with how common this crime had become and did not want to forgo use of a technology that was valuable for addressing these types of crimes.

Comparison to AVIS

ALPR and the City's proposed Automated Vehicle Identification System (AVIS) both use fixed roadway cameras and automated license-plate recognition, but they serve different purposes. AVIS uses continuous video monitoring of the roadway to capture evidence of a suspected red-light or speeding violation for civil traffic enforcement and may include images used to identify the driver. ALPR collects information about a broader population of passing vehicles but uses that information only as an investigative lead. It does not identify the driver, establish a violation, or independently support enforcement action.

The City previously solicited proposals from AVIS vendors, identified a preferred vendor, and began contract negotiations. Contracting difficulties prevented completion of an agreement in time for implementation in 2025. Continuing contracting issues and administrative and policy considerations subsequently led the City to remove AVIS from consideration during development of the 2026 budget.

AVIS has not been implemented, and the procurement process is currently on hold. Resuming the project would require evaluation of available technology, procurement requirements, program costs, implementation timing, and City policy direction on the issues arising with use of any camera system

for law enforcement purposes.

BUDGETARY IMPACTS: No additional budget impact is associated with this study session.

STAFF RECOMMENDATIONS: Lakewood's ALPR program provides established public-safety value, and staff believes that value can be preserved alongside meaningful privacy protections rather than by choosing between them. The current deployment is limited in scope to: 17 fixed cameras, no facial recognition, no continuous video or mobile units. The revisions to PP-9126 respond directly to community concerns by shortening retention of any data collected to 30 days, limiting data sharing to reciprocal Colorado agencies, adding recurring internal and external audits, and incorporating the statutory restrictions on immigration enforcement and health-care-related searches.

Whether these safeguards go far enough is a policy judgment for the City Council. Staff is prepared to research, draft, or implement any additional safeguards the City Council would like to consider.

ALTERNATIVES: The City Council may request that staff evaluate additional policy safeguards, operational limitations, or data-sharing restrictions. The City Council may also request additional information or analysis regarding the program or pursue formal action concerning modification or discontinuation of the program.

PUBLIC OUTREACH: This study session was scheduled in response to concerns raised by community members regarding ALPR technology and Lakewood's use of the Flock Safety platform. Information regarding the Department's ALPR program is available through the Police Department's transparency portal. This item has also been promoted through the regular communication channels to be considered by the Lakewood City Council, and members of the public may provide comment through the City's regular public-comment process.

NEXT STEPS: Following the study session, the Department will evaluate any additional safeguards or policy considerations identified by City Council.

ATTACHMENTS:

1. Lakewood Police Department ALPR Program Strategic Assessment
2. 24-05043 Flock Group ALPR v2
3. Executed Agr. 6295 Ext. 1 Flock Group Inc

REVIEWED BY: Benjamin B. Goldstein, Interim City Manager
Alison McKenney Brown, City Attorney

LAKEWOOD POLICE DEPARTMENT

Automated License Plate Reader (ALPR) Program Strategic Assessment

Prepared for

Chief of Police

City Manager

Lakewood City Council

Prepared by

Ben Barefoot

Commander - Patrol Division

August 2026

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I. Community Benefit: Why This Program Matters

Every criminal investigation represents more than a case number. Behind each report is a victim seeking justice, a family waiting for answers, a business recovering from loss, or a community expecting accountability. The primary purpose of law enforcement is to protect people from harm, investigate criminal activity, and hold offenders accountable. As criminal methods evolve and offenders become increasingly mobile, law enforcement agencies must appropriately employ modern investigative techniques that improve their abilities to protect the public while respecting constitutional rights and individual privacy.

The Lakewood Police Department's Automated License Plate Reader (ALPR) program is one such capability. Although often described in terms of cameras and software, its true value is measured by what timely investigative vehicle data can mean for the people affected by crime: identifying an offender before another person is victimized, providing answers to the family of a homicide victim, recovering stolen property, identifying a driver who fled a fatal crash, or helping locate a vulnerable missing person safely.

For victims and their families, time matters. Delays can prolong uncertainty, allow critical evidence to disappear, reduce opportunities to recover stolen property, and provide offenders additional opportunities to cause harm. ALPR does not replace Police Agents, investigators, traditional investigative techniques, or professional judgment. Rather, it provides objective investigative vehicle data that can help personnel develop leads, focus investigative resources, and advance time-sensitive investigations more efficiently.

Responsible Use and Existing Accountability Measures

The community benefit provided by ALPR carries a corresponding responsibility to ensure the technology is used lawfully, appropriately, and with meaningful safeguards. The Lakewood Police Department's program operates within an established framework of Department policy, Colorado law, Criminal Justice Information Services (CJIS) security requirements, administrative oversight, and contractual protections with the ALPR vendor designed to ensure investigative vehicle data are used only for legitimate law enforcement purposes.

Existing safeguards include restricted access for authorized personnel, documented law enforcement purposes for system use, supervisory and administrative oversight, and auditing capabilities that provide accountability for access and use. ALPR alerts are treated as investigative information, not independent justification for enforcement action and must be verified against applicable law enforcement databases before action is taken.

Department policy also establishes requirements governing data retention, preservation, access, and sharing consistent with Colorado law.

The Department has implemented additional safeguards beyond basic system access. Routine investigative vehicle data are subject to defined retention requirements; information preserved beyond established periods must meet authorized investigative, evidentiary, administrative, or legal purposes. Information sharing is limited to legitimate criminal justice purposes, and the Department has further restricted ongoing access to vetted Colorado law enforcement agencies operating within the same statutory and CJIS framework. The City retains ownership of data generated through its ALPR cameras, and the City's agreement was reviewed through established procurement and legal processes, including review of privacy, security, and operational safeguards.

The technology itself is also intentionally limited in scope. Lakewood's fixed ALPR cameras capture still images of license plates and limited vehicle descriptors. They are not used for facial recognition or continuous video surveillance. These operational limitations, combined with Department policy, legal requirements, administrative controls, and data-governance practices, are intended to ensure the program remains a focused investigative capability rather than a system of generalized surveillance.

These safeguards are addressed in greater detail in **Section V – Governance, Transparency, and Accountability** later in the assessment. They are presented here at the outset because responsible governance is integral to the community benefit described throughout this assessment.

Community Impact in Practice

The Department's experience demonstrates how that capability has supported meaningful outcomes for victims, families, and the broader community.

Protecting Victims from an Ongoing Sexual Assault and Kidnapping Series

Multiple women in Lakewood and Jefferson County reported being picked up by an unknown male, driven in his truck to the Chief Hosa area near Evergreen, sexually assaulted, and left in an isolated location. Investigators were confronted with an ongoing series involving multiple victims and an unidentified offender who remained a threat to other women in the community.

A Lakewood detective used City camera footage to track the suspect vehicle during one of the kidnapping investigations and obtained multiple still images. A Lakewood crime analyst then compared those images against thousands of license plate reads and vehicle images captured through the Department's legacy ALPR system. That analysis produced a potential vehicle match, which investigators used with additional investigative techniques to identify the registered owner as the suspect in the series of sexual assaults and kidnappings. The suspect was subsequently arrested.

Community Benefit: ALPR provided an investigative connection that helped personnel move from an unidentified vehicle to an identified suspect in a series involving multiple victims. The resulting investigation and arrest ended an ongoing threat and reduced the opportunity for additional women to be victimized.

Advancing Homicide Investigations and Providing Answers to Families

Few investigations carry greater consequences for victims' families or the community than homicide. In several Lakewood homicide investigations, ALPR information has helped investigators identify previously unknown suspect vehicles, develop leads, reconstruct movements, and identify individuals requiring further investigation.

In one homicide, investigators reviewing witness information and surveillance video identified potential suspect vehicles but initially lacked sufficient information to identify them. A Lakewood crime analyst narrowed the timeframe in which the vehicles arrived at the scene and identified a nearby Flock ALPR camera. ALPR images matching the vehicles observed in surveillance footage also provided license plate information, allowing investigators to identify registered owners, develop potential connections to vehicle occupants, and pursue additional investigative leads. Further investigation ultimately resulted in the identification of multiple suspects and arrests.

In another homicide, investigators initially had only images and a general description of a potential suspect vehicle. City cameras allowed personnel to track the vehicle until it left Lakewood, while ALPR search capabilities allowed investigators to compare vehicles with similar make, model, and color characteristics against the available image. A potential match was identified, and additional investigation confirmed the vehicle, and assisted detectives in identifying its driver and passenger. The suspect was subsequently arrested.

The Department has seen similar value in other homicide investigations. In one case, analysts combined an ALPR vehicle image, image-enhancement techniques, and additional ALPR reads. They were able to overcome an initially unreadable temporary registration and identify the suspect vehicle and registered owner. Additional investigation confirmed the vehicle's involvement and led to a prompt arrest. In the homicide of a 14-year-old victim, ALPR information was combined with City camera footage and lawfully obtained call-detail records to reconstruct the movements of suspect vehicles before and after the shooting and provide detectives with a detailed investigative timeline.

Community Benefit: In these investigations, ALPR did not replace the extensive work required to investigate a homicide. It helped investigators answer critical questions sooner: what vehicle was involved, where it traveled, and who may have been associated with it. For grieving families and a concerned community,

accelerating those investigative steps can mean earlier answers, stronger investigative direction, and more timely accountability.

Recovering Property and Reducing Repeat Victimization

The impact of crime is not limited to violent offenses. Motor vehicle theft and organized property crime create financial loss, disrupt victims' lives, affect local businesses, and frequently involve offenders responsible for multiple crimes.

During one investigation involving a habitual motor vehicle theft offender, investigators observed several vehicles and a trailer at a Lakewood residence that could not initially be identified. ALPR information identified a heavy-duty pickup truck and trailer as having been stolen earlier that day. That information helped advance the investigation and supported execution of a search warrant, resulting in the recovery of three stolen vehicles, a stolen trailer, and additional evidence. The offender, who had seven prior motor vehicle theft convictions, ultimately pleaded guilty and received a minimum eight-year prison sentence.

In a separate metro-area commercial burglary series involving stolen vehicles and armed suspects, ALPR information helped investigators identify a stolen vehicle traveling with another vehicle associated with the crimes. Coordination with partner agencies resulted in the vehicle being located later that night and contributed to arrests and development of a multi-agency case involving approximately 80 offenses committed by multiple suspects.

Community Benefit: These investigations demonstrate that identifying a vehicle can have consequences well beyond recovering property from a single offense. Timely investigative information can help connect related crimes, identify additional victims, recover stolen property, interrupt continuing criminal activity, and reduce opportunities for repeat victimization.

Providing Accountability After a Fatal Hit-and-Run

For the family of a person killed in a hit-and-run crash, identifying the responsible driver is an essential first step toward answers, accountability and mourning. In one Lakewood fatal crash investigation, investigators reviewing traffic and ALPR camera information identified license plate information associated with the involved vehicle. That information allowed law enforcement to issue a regional alert, and the suspect was located and taken into custody before the end of the same day.

Community Benefit: Timely vehicle identification accelerated a serious investigation when investigative time mattered. It preserved momentum, supported prompt apprehension, and provided the victim's family meaningful progress toward accountability on the same day as the fatal event.

Helping Bring Vulnerable Missing People Home

Not every ALPR success results in an arrest or prosecution. Some of the program's most direct community benefits occur when Department personnel are searching for vulnerable people whose safety may depend upon locating them quickly.

Department personnel reported multiple investigations involving at-risk missing adults in which ALPR information provided recent vehicle sightings and travel patterns that significantly narrowed search areas. In several cases, the information directly contributed to locating missing individuals safely. Personnel reported that without timely access to ALPR information, the searches likely would have required substantially more time and resources and, in some cases, may not have achieved the same successful outcome as quickly.

Community Benefit: For the missing individual, the benefit is safety. For a family waiting for information, it is the return of a loved one. For Police Agents and investigators, timely investigative vehicle data allows limited resources to be concentrated where they are most likely to locate the person quickly.

The Broader Community Benefit

These cases involve very different circumstances, but they demonstrate a consistent benefit: the value of ALPR is found in the outcomes it helps Department personnel achieve for people.

The same technique that helps investigators identify a vehicle associated with a homicide can help locate an at-risk missing person, recover a victim's stolen property, identify a driver who fled a fatal crash, or connect crimes that initially appear unrelated. In each circumstance, ALPR served as one component of a broader investigative process guided by trained personnel, traditional investigative techniques, professional judgment, Department policy, and applicable laws.

The benefits also extend beyond the individual investigations. When investigative leads are developed more efficiently, investigators can devote additional time to other victims awaiting assistance. Police Agents spend less time conducting manual vehicle searches and more time providing visible patrol, proactive enforcement, and community engagement. Investigators can focus additional time on interviews, evidence collection, victim support, and comprehensive case development. Collectively, these efficiencies strengthen the Department's ability to serve the community while improving the stewardship of limited public resources.

Ultimately, ALPR should not be evaluated solely by the number of cameras deployed, alerts generated, searches conducted, or investigative hours returned to the Department. Its greatest value lies in the people it serves: victims who receive answers, families who see investigations move forward, vulnerable people who are located safely, property that is returned to its owners, offenders who are held accountable, and future victims who may never experience the harm that timely intervention helped prevent.

II. Victim Justice, Accountability, and Community Safety

The investigations highlighted in Section I demonstrate that the value of the Automated License Plate Reader (ALPR) extends beyond the identification of a vehicle or development of an investigative lead. For victims and their families, timely investigative progress can mean earlier answers, recovery of stolen property, identification of those responsible, or the safe return of a missing loved one. For the broader community, effective investigations can reduce opportunities for additional victimization and strengthen accountability through the criminal justice system.

The ALPR program supports these outcomes by providing objective investigative vehicle data that assists Police Agents and investigators in developing leads, corroborating evidence, establishing timelines, identifying connections between incidents, and focusing investigative resources. The program does not replace traditional investigative techniques or professional judgment. Rather, it complements witness interviews, forensic evidence, surveillance, and other investigative methods by providing an additional source of timely, independently verifiable investigative information.

This distinction is important. ALPR information is generally one component of a larger investigation, and investigative conclusions are reached through the totality of available evidence. The program's value is therefore not measured by whether ALPR independently "solves" a case, but by whether it helps Department personnel make better-informed decisions, advance investigations more efficiently, and devote limited investigative resources where they can provide the greatest benefit.

Timely investigative information also contributes to prevention. While every investigation must be evaluated objectively based upon its individual facts, Department personnel regularly encounter offenders whose criminal activity involves multiple incidents or victims. As demonstrated by the sexual assault and kidnapping series, habitual motor vehicle theft investigation, and multi-jurisdictional burglary series described in Section I, identifying a vehicle or connecting related incidents can help investigators recognize broader patterns of criminal activity and intervene before additional victimization occurs.

Ultimately, victim justice, offender accountability, and community safety are interconnected. The value of ALPR lies not in the technology itself, but in its ability to support Police Agents and investigators as they pursue those outcomes through professional judgment, objective investigation, and responsible use of Department resources.

When used responsibly and within established legal, policy, and operational safeguards, the ALPR program strengthens the Department's ability to pursue justice for victims, support objective criminal investigations, and protect the community from future harm.

III. Department-Wide Operations Impact

The Lakewood Police Department's Automated License Plate Reader program serves as a department-wide operations capability that enhances the Department's ability to protect the community through both proactive patrol operations and reactive criminal investigations. Unlike tools designed for a single assignment or specialized function, ALPR supports personnel across nearly every operations component of the Department. Police Agents, investigators, supervisors, traffic personnel, and specialized units use the program differently based upon their responsibilities, yet all rely upon the same objective: protecting the community through timely investigative information, informed decision-making, and effective criminal investigations.

Proactive Patrol Operations

For patrol personnel, ALPR functions as a proactive public safety capability operating continuously throughout each shift. While Police Agents perform their normal patrol responsibilities, the system automatically compares observed license plates against authorized law enforcement databases and generates notifications when vehicles associated with criminal investigations or public safety alerts are identified.

Police Agents evaluate each notification within the totality of the circumstances and determine the appropriate response based upon their training, experience, Department policy, and applicable law. ALPR alerts serve as investigative information and are independently verified before enforcement action is taken. Many of these encounters result in the recovery of stolen vehicles, identification of wanted persons, or the initiation of investigations that may not otherwise have occurred until much later.

Although each individual contact may represent only a small portion of a larger investigation, collectively these proactive interactions create investigative opportunities while allowing Police Agents to continue their broader patrol responsibilities.

Reactive Investigative Support

Investigators use ALPR differently, but with equally important operational value. Following the commission of a crime, historical investigative vehicle data can assist investigators in identifying suspect vehicles, corroborating witness statements, reconstructing vehicle movements, establishing timelines, connecting related incidents, and developing objective information.

The victim-focused investigations described in Section I demonstrate how this information can contribute to serious and time-sensitive cases. In each instance, ALPR served as one component of a broader investigative process that included traditional investigative techniques, professional judgment, and other available evidence.

By reducing the time required to identify and analyze vehicle-related information, investigators can devote additional attention to interviewing witnesses, supporting victims, collecting evidence, coordinating with partner agencies, and developing comprehensive, evidence-based criminal cases.

A Connected Operations Capability

The combination of proactive patrol use and reactive investigative application makes ALPR a particularly valuable department-wide capability. Information identified during patrol operations may later become important to a criminal investigation, while investigative findings can support future patrol operations. The same underlying capability therefore provides value at multiple stages of the public safety response.

Rather than serving a single unit or investigative specialty, ALPR strengthens collaboration throughout the Department by providing authorized personnel with timely access to objective investigative vehicle data appropriate to their operational responsibilities. This creates continuity between initial response, proactive enforcement, investigative follow-up, and case development.

Department-Wide Operational Perspective

The value of ALPR is reflected not only in the investigations described earlier in this assessment, but also in the daily experience of Department personnel who rely on it to support public safety operations. Discussions with Police Agents, investigators, supervisors, traffic personnel, and specialized units consistently demonstrated that the program has become an integrated component of operations across the Department.

Patrol personnel emphasized the program's proactive value during routine operations. Because the capability operates in the background while Police Agents perform their normal responsibilities, it can identify investigative opportunities without requiring

personnel to continuously conduct manual vehicle searches. The information provided by the system enhances situational awareness while leaving operational decisions with the Police Agent based upon the totality of the circumstances.

Investigators assigned to Property Crimes, Crimes Against Persons, Traffic, and specialized assignments consistently reported that ALPR strengthens investigations by identifying suspect vehicles, corroborating investigative findings, establishing timelines, connecting related incidents, and developing objective investigative information. Personnel noted that investigative work which previously required hours—or in some cases days—of reviewing surveillance footage or coordinating with outside agencies can often be completed significantly more efficiently when investigative vehicle data is available as one component of a comprehensive investigation.

Collectively, these operational experiences demonstrate that ALPR has become an established department-wide operations technique supporting Patrol, Traffic, Property Crimes, Crimes Against Persons, and specialized investigative functions alike. Regardless of assignment, personnel consistently identified the same outcome: ALPR enables them to make better-informed decisions, develop investigations more efficiently, and better serve victims and the community.

As the program has matured, the focus shifts from demonstrating individual investigative successes to evaluating the broader operational capability those successes represent. This provides the foundation for considering the Department's continued investment, operational readiness, and responsible future development of ALPR.

IV. Strategic Investment, Operations Readiness, and Future Vision

Learning from Experience

Responsible stewardship requires continual evaluation rather than one-time decisions. Public safety capabilities, operational needs, and community expectations evolve over time, requiring the Department to periodically assess whether existing capabilities continue to provide measurable value. The Lakewood Police Department's Automated License Plate Reader (ALPR) program reflects that philosophy.

The Department first implemented ALPR technology in 2010, nearly 16 years ago using the PIPS Technology platform, which later became Neology following a corporate acquisition. For more than a decade, the program provided valuable investigative support to Patrol personnel and investigators. However, as vendor support declined and the platform

became increasingly difficult to maintain, the Department determined that continuing to invest in aging infrastructure no longer represented responsible stewardship of public resources.

Rather than simply replacing equipment, the Department conducted a comprehensive evaluation of the ALPR marketplace to determine whether the program continued to provide sufficient operational value to justify continued investment. That evaluation ultimately resulted in the selection of the Flock Safety platform under a Software-as-a-Service (SaaS) model. **The decision reflected the Department's commitment to continually evaluating public safety capabilities based on operational performance, reliability, governance, and measurable community benefit.**

This progression illustrates an important principle. Responsible stewardship is not demonstrated by maintaining existing systems indefinitely or by adopting new technology simply because it is available. It is demonstrated through disciplined evaluation, thoughtful implementation, and a willingness to adapt when operational experience indicates a better solution exists.

Comparative Technology Context

ALPR technology can be deployed using different equipment configurations and capabilities, even when provided by the same vendor. Systems incorporating video recording and pan-tilt-zoom (PTZ) capabilities are operationally distinct from fixed ALPR cameras designed to capture still images of vehicles and license plates. **Lakewood's ALPR Program uses the latter configuration: fixed cameras capturing still images for authorized law enforcement purposes rather than PTZ cameras providing continuous video surveillance.**

This distinction is important when evaluating Lakewood's program in comparison with technology deployments in other jurisdictions. Decisions involving different camera capabilities or system configurations are not necessarily directly applicable to Lakewood's deployment. **The Department's program should therefore be evaluated based upon the technology actually deployed, its demonstrated community benefit and operational value, and the legal, policy, and administrative safeguards governing its use.**

Evaluating Current Operational Value

The Lakewood Police Department evaluates the ALPR program as a public safety technique rather than simply as a technology investment. Under the Department's current Software-as-a-Service (SaaS) model, the vendor provides and maintains the hardware, software, and supporting infrastructure, while the City of Lakewood retains ownership and governance of the investigative vehicle data generated through the program. The Department's investment

is therefore measured not by ownership of equipment, but by the operational capability created through timely, reliable investigative vehicle data.

Technology alone does not create public value. Public value is created when well-governed investigative vehicle data enables Police Agents and investigators to make better-informed decisions, develop investigations more efficiently, allocate personnel more effectively, and improve service to victims and the community. Accordingly, the Department evaluates ALPR using measurable operational outcomes rather than technology specifications or vendor claims.

The Department's current deployment also reflects a deliberate and measured implementation strategy. Rather than pursuing maximum deployment at the outset, the Department intentionally implemented a limited network that allowed operational performance, investigative outcomes, and community benefit to be evaluated before considering future strategic growth. This measured approach reflects the Department's commitment to evidence-based decision-making and responsible stewardship of public resources.

Measuring Operational Capacity

Personnel costs represent the largest component of the Department's operating budget. As a result, technologies that allow existing Police Agents and investigators to spend more time performing work requiring professional judgment create measurable organizational value. The Department's operational analysis therefore focuses on the investigative and operational capacity created through timely access to investigative vehicle data.

Using conservative workload assumptions based upon actionable ALPR notifications and the investigative effort that would otherwise be required through traditional investigative methods, the Department determined that **each strategically deployed ALPR camera** returns approximately 180 personnel hours annually, representing approximately **\$10,661** in annual personnel value per camera.

These calculations are intentionally conservative and are designed to estimate operational capacity—not budgetary savings. The Department did not reduce staffing because of ALPR. Instead, the program increased the effectiveness of existing Police Agents and investigators by returning investigative and operational capacity to mission-critical public safety activities.

The Department's current deployment of 17 ALPR cameras generates approximately:

- **3,060 personnel hours** of operational capacity annually

- **Approximately 1.47 full-time employee equivalents** in investigative capacity
- **Estimated annual personnel value: approximately \$181,244**
- **Annual program investment: approximately \$58,000**

More importantly, these returned hours allow Police Agents and investigators to devote additional time to proactive patrol, victim follow-up, investigative case development, evidence collection, community policing, and other responsibilities requiring professional judgment that cannot be automated.

These calculations intentionally measure operational capacity rather than the full public safety value of the ALPR Program. They do not assign a financial value to many of the outcomes demonstrated earlier in this assessment, including locating vulnerable missing persons, recovering stolen property, accelerating serious criminal investigations, identifying offenders, reducing opportunities for repeat victimization, or providing victims and families with more timely investigative progress.

Although these outcomes should not be meaningfully reduced to a financial calculation, they represent substantial community benefit and are central to the Department's evaluation of the program.

Future Vision

The purpose of this section is not to recommend technology for technology's sake, nor to advocate for the maximum number of ALPR cameras. Rather, it presents a strategic vision for how the Lakewood Police Department's ALPR program could responsibly evolve over time based upon demonstrated operational performance, measurable community benefit, and continued responsible stewardship of public resources.

The Department's vision is not defined by the number of cameras deployed. It is defined by its ability to responsibly generate actionable investigative vehicle data that **enhances** public safety while maintaining the community's trust.

The following roadmap illustrates a scalable planning framework rather than a recommendation for immediate expansion. Future decisions should continue to be guided by demonstrated operational value, community benefit, available resources, and City policy direction.

Current Program

The current network of 17 cameras has demonstrated that ALPR provides measurable value across Patrol, Traffic, Property Crimes, Crimes Against Persons, and specialized

investigative functions. The existing deployment has validated the program's operational effectiveness and established a strong foundation for future evaluation.

Near-Term Strategic Growth

A deployment of approximately 34 cameras would focus on addressing the highest-priority operational gaps identified through Department experience. This level of investment would increase investigative coverage at key entry and exit corridors from the City while providing broader operational support to Patrol personnel and investigators.

Intermediate Operational Capability

A network of approximately 75 strategically deployed cameras would significantly expand the Department's ability to generate investigative vehicle data throughout Lakewood. This level of deployment would improve investigative continuity, strengthen proactive policing efforts, and provide more comprehensive support for complex criminal investigations while continuing to build upon the Department's existing governance framework.

Long-Term Vision

A mature ALPR program consisting of approximately 150 strategically deployed cameras represents a long-term planning goal rather than an immediate procurement objective. Achieving this level of capability would depend upon continued operational success, demonstrated community benefit, responsible fiscal stewardship, evolving investigative needs, and future policy direction established by City leadership.

Future decisions should continue to be guided by the same principles that shaped the Department's current program: measurable community benefit, responsible stewardship of public resources, sound governance, transparency, and accountability. The Department's vision is not to maximize technology deployment, but to responsibly strengthen its ability to protect the residents of Lakewood through the effective use of investigative vehicle data while maintaining the public trust.

As with the Department's current deployment, any future expansion should continue to be implemented deliberately, evaluated objectively, and governed through the same principles of accountability, transparency, and responsible stewardship described throughout this assessment.

V. Governance, Transparency, and Accountability

The effectiveness of any public safety technique depends not only on its operational value, but also on the policies, oversight, and accountability that govern its use. As introduced earlier in this assessment, the Lakewood Police Department recognizes that maintaining public trust requires more than demonstrating community benefit or compliance with applicable laws. It requires responsible governance, transparency, accountability, and the careful stewardship of investigative vehicle data.

The Department's Automated License Plate Reader (ALPR) program has been developed with these principles in mind. Department policy establishes clear expectations for authorized use, supervisory oversight, data governance, training, accountability, and the responsible management of investigative vehicle data while ensuring the program remains focused on legitimate public safety purposes. These safeguards ensure that ALPR remains a focused investigative technique rather than a system of general surveillance.

Governance Through Policy

The Lakewood Police Department's Automated License Plate Reader Policy establishes the framework for the responsible use of ALPR. The policy defines authorized uses, supervisory responsibilities, documentation requirements, training expectations, data retention and sharing requirements, and administrative oversight.

The ALPR program is governed through Department policy, applicable laws, CJIS security requirements, and administrative oversight designed to ensure responsible, consistent, and accountable use.

Collectively, these requirements create a governance structure that promotes consistency, accountability, transparency, and responsible stewardship while supporting the Department's public safety mission.

ALPR Governance Framework

Governance Principle	Department Practice	Purpose
Authorized Use	Access limited to authorized personnel for legitimate law enforcement purposes.	Ensures the system is used only to support official public safety responsibilities.

Governance Principle	Department Practice	Purpose
Privacy Protection	Still images only. No facial recognition. No continuous video recording.	Limits collection to vehicle-related investigative information while reducing unnecessary collection of personal information.
Training & Oversight	Users receive Department training and are subject to supervisory and administrative oversight.	Promotes consistent, lawful, and responsible use.
Documented Accountability	ALPR use is subject to documented requirements and administrative review.	Creates accountability and supports public confidence.
Operational Decision-Making	ALPR information supports investigative decision-making but does not replace Police Agent judgment. Alerts are independently verified before enforcement action is taken.	Ensures investigative information is appropriately validated before action.
Data Governance	The Department governs investigative vehicle data while subscribing to a secure CJIS-compliant Software-as-a-Service (SaaS) platform.	Maintains Department control over investigative information while leveraging modern technology.

Responsible Data Governance

The Lakewood Police Department governs the collection, retention, access, and authorized use of investigative vehicle data while subscribing to a secure Software-as-a-Service (SaaS) platform that supports the program's operation.

The Department's current Flock configuration provides for automatic removal of routine investigative vehicle data after 30 days unless the information is affirmatively preserved for an authorized investigative or evidentiary purpose. Department policy establishes a

broader retention framework consistent with Colorado law, generally limiting ALPR data retention to no more than one year while identifying specific circumstances under which information may be preserved beyond that period when required for legitimate investigative, evidentiary, administrative, or legal purposes.

This approach provides a more restrictive routine operational retention period while preserving the Department's ability to retain information when necessary to support an authorized investigation or legal proceeding. It balances legitimate investigative needs with responsible data stewardship by limiting routine retention and requiring a defined purpose for longer-term preservation.

Governance in Practice

Governance extends beyond written policy and is reflected in the Department's daily operational practices.

Department personnel receive training before accessing ALPR data and are required to use the system only for authorized law enforcement purposes. Administrative oversight includes documented training, supervisory review, policy compliance, and ongoing evaluation of authorized use to ensure the program continues to operate consistent with Department policy and community expectations.

The Department also recognizes that technology should inform—not replace—professional judgment. ALPR alerts serve as investigative leads and are independently verified before enforcement action is taken. Decisions regarding investigative actions remain the responsibility of Police Agents based upon the totality of the circumstances.

Information sharing is similarly governed by established controls. ALPR information is shared only for legitimate criminal justice purposes consistent with Department policy and applicable requirements. The Department's current sharing practices further restrict ongoing access to vetted Colorado law enforcement agencies, allowing Lakewood to maintain administrative control over which agencies receive access to its investigative vehicle data.

Maintaining Public Trust

Public trust is maintained through transparency, accountability, responsible governance, and the Department's continued commitment to evaluating the program based upon measurable public safety outcomes rather than technological capability alone.

Strong governance is not an administrative requirement separate from operational success; it is an essential component of it. Through established Department policies, documented accountability, protection of investigative vehicle data, supervisory oversight,

and ongoing evaluation of program performance, the Department ensures that ALPR continues to operate as an effective public safety technique while maintaining transparency, accountability, and responsible stewardship that support public confidence.

VI. Conclusion and Recommendations

Conclusion

The Lakewood Police Department's Automated License Plate Reader (ALPR) program has become an established department-wide public safety technique that enhances investigations, supports operational readiness, and contributes to community safety. As demonstrated throughout this assessment, the program's value is ultimately reflected in the outcomes it supports for victims, families, and the community.

The Department's experience demonstrates that timely investigative vehicle data can help Police Agents and investigators advance serious criminal investigations, locate vulnerable missing persons, recover stolen property, identify offenders, connect related criminal activity, and reduce opportunities for additional victimization. These outcomes are achieved not by technology alone, but through the professional judgment of Department personnel using ALPR information as one component of comprehensive, objective criminal investigations.

The assessment also demonstrates that operational effectiveness and responsible governance are not competing objectives. The ALPR program operates within an established framework of Department policy, applicable laws, administrative oversight, technical safeguards, and responsible data-governance practices. These existing controls provide accountability for the program while allowing personnel to use timely investigative information in support of legitimate public safety purposes.

The program also provides measurable organizational value by returning investigative and operational capacity to Police Agents and investigators. While that capacity can be quantified in personnel hours and estimated personnel value, those calculations represent only one component of the program's overall benefit. The Department's evaluation must also consider outcomes that cannot be meaningfully reduced to a financial calculation, particularly the impact on victims, families, investigative effectiveness, and community safety.

As the Department looks toward the future, continued evaluation should remain guided by demonstrated operational need and community benefit rather than technology for its own sake. Future decisions regarding expansion or enhancement should continue to balance measurable public safety outcomes, responsible stewardship of public resources,

community expectations, existing governance safeguards, and the Department's long-term operational readiness.

Recommendations

Recommendation 1

Continue supporting the Lakewood Police Department's ALPR program as an established department-wide public safety capability that enhances investigative effectiveness, supports victims, strengthens operational readiness, and contributes to community safety while protecting community privacy

Recommendation 2

Continue evaluating and strategically developing the ALPR program using measurable operational performance, community benefit, responsible stewardship, transparent governance, and the Strategic Technique Roadmap to guide future operations, policy, and funding decisions.

VII. Final Statement

Ultimately, the continued success of the ALPR program should not be measured by the number of cameras deployed throughout the community, but by the people it serves, the measurable public safety outcomes it supports, the responsible stewardship with which it is managed, and the trust it continues to earn from the community.

CITY OF LAKEWOOD
STANDARD CONTRACT COVER SHEET

Contract # 24-05043

Renewal/Extension # _____ Amendment # _____ Task/Change Order # _____ Execution Date Jan 30, 2025

Title or Purpose of Contract Automatic License Plate Reader Cameras & Management Software

Amount \$ 58,000.00 Event (File) No. 6295

Supplier Flock Group Inc

Address 1170 Howell Mill Rd. NW, Suite 210, Atlanta, GA 30318-8637

Authorizing Resolution or Ordinance # n/a Responsible Department PD

Dept. Administrator Jennifer Henderson Contract Originator Anita Koester

Name of Reviewing Attorney Patrick Freeman

Mark the Signatures Needed

Signatures Received (initial & date)

☒	City Attorney	_____
☐	Branch Manager (<i>For IT, ED, HR, & Fac. Infr. & Maint. only</i>)	_____
☒	Department Head	_____
☒	Division Manager	_____
☒	Outside Party/Parties	_____
☐	Chief Financial Officer (\$25,000 & over)	_____
☒	City Clerk	_____
☐	City Manager (_____ OK to sign)	_____

Outside Signatures Last ☒ No ☐ Yes (Requested by _____)

Lawful Presence Documentation – Individual Persons (Not needed for LLC's, Corporations or Partnerships)

☐	ID verified by _____ (Employee Name)
☐	Lawful Presence Affidavit attached (don't write personal info on the affidavit)
☐	Copy of ID attached

Type of Agreement/Contract

☐ BAA	☐ BID	☐ COEV	☒ CONT	☐ COOP	☐ EFA	☐ ENG
☐ GRNT	☐ IGA	☐ LOAN	☐ LSE	☐ MNT	☐ MOU	☐ MSA
☐ NDA	☐ NONE	☐ OTH	☐ PAA	☐ PART	☐ PE	☐ PER
☐ PIA	☐ PIGY	☐ PROF	☐ QTS	☐ R4Q	☐ RENT	☐ REV
☐ RFI	☐ RFP	☐ RFQ	☐ RLA	☐ SAAS	☐ SNGL	☐ SOFT
☐ SOLE	☐ SPON	☐ TCE	☐ TEN	☐ USE	☐ UTIL	☐ ZERO

If "Other", explain: _____

Contract status review by Kaitlyn Sullivan Next review date 12/2025
Contract Reviewer/Administrator

Contract Expiration Date _____, if applicable

All Departments:

_____ Yes, record with County Clerk via the COO

_____ No, do not record

**CITY OF LAKEWOOD
CONTRACTUAL SERVICES AGREEMENT NO. 6295**

THIS CONTRACTUAL SERVICES AGREEMENT NO. 6295 (the "Agreement") is made and entered into by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 (the "City"), and **FLOCK GROUP INC**, a Delaware corporation, authorized to conduct business in the state of Colorado, whose principal business address is 1170 Howell Mill Rd. NW, Suite 210, Atlanta, GA 30318-8637 ("Contractor"), effective as of the latest date set forth in the signature blocks below (the "Effective Date").

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

I. SERVICES

- A. SCOPE OF SERVICES. The City agrees to retain Contractor to provide **Automatic License Plate Reader (ALPR) Cameras & Management Software** as set forth in **Attachment B** (the "Services"), attached hereto and incorporated herein by this reference.
- B. ORDER OF PRECEDENCE. In the event of any conflict among the provisions of the Contract Documents, the order of precedence shall be as follows:
1. This Agreement;
 2. Master Services Agreement (Attachment A);
 3. Scope of Services (Attachment B);
 4. General Provisions (if any);
 5. Other Contract Documents (if applicable).
- C. CITY INFORMATION, DATA AND SYSTEMS.
1. The City shall retain all right, title and interest in its information and data shared with or accessed by Contractor, and Contractor is not granted any ownership rights, title or license thereto. Contractor shall exercise control over City information and data solely to the extent necessary to provide the Services.
 2. The Services shall not cause or allow within the City's information systems or networks any self-replicating computer codes, commands, routines or similar entries or data that perform an undesired activity.
- D. DELIVERABLES; ELECTRONIC FORMAT. All deliverables and any other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City. Contractor shall indemnify and hold harmless the City for any intellectual property infringement claims, including, but not limited to, claims based on trademark or copyright.
1. In the event any deliverables required under this Agreement consist of reports, surveys, maps, plans, drawings, photographs or videos, or any other materials

that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy (except videos) and one (1) or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement.

2. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD, specified GPS/GIS format(s) and specified video format(s). Contractor shall consult with the City prior to beginning the Services to determine which electronic formats are acceptable.

- E. ADDITIONAL WORK. Should any work beyond the Services be necessary, the parties must execute, prior to commencement of such additional work, an amendment or separate City contract for the work, and such work will be compensated at cost to be agreed upon in such amendment or contract. Any such amendment or contract must be executed and approved pursuant to City purchasing policies.

II. PERFORMANCE

A. REPRESENTATIONS; PROSECUTION OF SERVICES.

1. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.
2. Contractor shall use its best efforts, skill, judgment and abilities to perform all work on behalf of the City in a professional and workmanlike manner, free of material error.
3. Except as otherwise set forth herein, Contractor shall, at its own expense, perform all tasks and provide all labor, materials, supplies, tools, machinery, utilities, equipment and any other items that may be necessary for the completion of the Services.

- B. SUBCONTRACTS. Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the express written consent of the City, which shall not be unreasonably withheld.

C. LICENSES AND PERMITS; OTHER OBLIGATIONS.

1. Contractor and each subcontractor shall, at no cost to the City, obtain all licenses and permits required for the Services, including a City contractor's registration and/or a City of Lakewood sales and use tax license.
2. Contractor shall be current on all legal obligations to the City and any other governmental entity, including but not limited to, taxes, fees, reporting and similar obligations.

- D. TIME OF THE ESSENCE AND RATE OF PROGRESS. Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this

Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance herewith. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in Attachment A, shall be deemed a breach hereof.

- E. MONITORING AND EVALUATION. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.
- F. SPECIFIC PERFORMANCE. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

III. CONSIDERATION AND PAYMENT

- A. AMOUNT. In full consideration of Contractor's performance of the Services, the City shall compensate Contractor in an amount **not to exceed Fifty-Eight Thousand and 00/100 dollars (\$58,000.00)** (the "Compensation"). Notwithstanding the foregoing, in the event the total cost of the Services provided is less than the Compensation amount herein set forth, the City shall compensate Contractor only for the cost of the Services provided.
- B. NO REIMBURSEMENT OF EXPENSES. In no event shall the City reimburse Contractor for out-of-pocket, travel, meal or any other expenses that are in addition to or in excess of the Compensation agreed to herein.
- C. PAYMENT. Contractor shall submit invoices to the City not more frequently than monthly and shall identify therein the specific Services performed for which payment is requested. Unless otherwise set forth herein or as expressly stated in any attachment or exhibit hereto, the City shall make Compensation payments to Contractor within thirty (30) days after receipt and approval of such invoices. The City will make payments payable to Contractor's personal, trade or business name as first stated above. Any such trade or business name must be registered with the Office of the Colorado Secretary of State
- D. APPROPRIATION. The City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year-to-year only and do not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the City.
- E. TAX EXEMPT. The City, as a Colorado municipal corporation, is exempt from taxation and shall not be charged taxes on any materials, equipment or services used, purchased or consumed in fulfillment of the Services. Where necessary to comply with this provision, the City's Purchasing Division may issue to Contractor a tax exemption certificate.

IV. TERM, TERMINATION, EXTENSION

- A. TERM. The initial term of this Agreement shall commence on the Effective Date and shall continue for **one (1) year**, unless extended by the parties in writing, at which time all Services shall have been completed to the City's satisfaction.
- B. TERMINATION.
1. Termination by the City. The performance of the Services may be terminated at any time, in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to Contractor of a written notice specifying the extent to which performance of the Services is terminated and the date upon which termination becomes effective.
 2. Termination by Contractor – Breach/Default by City. Contractor may terminate this Agreement in the event of a material breach or default by the City; provided, however, that Contractor has first given the City written notice of the nature of the breach or default and the City shall have failed to cure within ten (10) business days after receipt of the notice. Pending resolution of any material breach or default by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement. In no event shall the City withhold payment in retaliation for Contractor's claim of breach or default.
 3. Payment upon Termination. If this Agreement is terminated, the city shall pay Contractor on the basis of the Services satisfactorily completed. The portion of the Services completed but not yet accepted by the City shall be determined by the City in the exercise of its sole, reasonable discretion. Furthermore, any costs incurred by the City as a result of Contractor's breach of this Agreement, including, but not limited to, costs incurred to re-bid the Services or otherwise obtain another contractor to complete the Services, may be charged against any amounts otherwise owed to Contractor. In the event such costs are greater than the amounts owed to Contractor for work completed hereunder, the City may seek collection of such cost in any legal manner. Notwithstanding the foregoing, in no event shall the City withhold any payment in retaliation for Contractor's claim of breach or default against the City.
- C. EXTENSION. The parties may extend this Agreement on an annual basis for not more than four (4) additional one-year periods (each, an "Extension Term"). The expiration hereof or of any Extension Term shall be referred to hereinafter as an "Expiration Date."
1. If the City desires to exercise its option to extend this Agreement, the City shall, not more than one hundred twenty (120) days nor less than ninety (90) days prior to an Expiration Date, give notice to Contractor of the City's intent to extend this Agreement.
 2. Contractor shall, not more than ninety (90) days nor less than sixty (60) days prior to an Expiration Date, respond to the City's notice of intent and submit in such response any request for an increase in the Compensation. Sufficient justification for any such increase shall accompany the request. The City may, in its sole and absolute discretion, accept or reject any requested Compensation

increase and, if a requested Compensation increase is not acceptable, cancel this Agreement with not less than thirty (30) days advance written notice.

3. This Agreement shall automatically terminate upon the applicable Expiration Date if the City fails to provide Contractor a notice of the City's intent to extend this Agreement as set forth herein.
- D. FORCE MAJEURE. In the event Services cannot be performed or are cancelled due to circumstances beyond the reasonable control of either party, including, but not limited to, power or utility outage; earthquake, fire or flood; epidemic or pandemic; emergency declaration or other decree by a government entity; insurrection, riot, war or terrorist attack; disruption in air or rail traffic; or other similar cause (a "Force Majeure"), neither party shall be obligated hereunder for such cancellation or non-performance.

V. INDEPENDENT CONTRACTOR

Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

- A. CONTROL. Contractor has the authority to control and direct the performance and details of the Services. Notwithstanding the foregoing, the Services must meet the City's approval and shall be subject to the City's general right of supervision to secure the satisfactory completion thereof.
- B. TAXES AND BENEFITS. **Contractor is not an employee of the City, is not entitled to workers' compensation benefits, is not entitled to unemployment insurance benefits, and is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.** The City will not withhold or cause to be withheld federal or state taxes or social security payments from Contractor's compensation. Further, Contractor is not and shall not be entitled to benefits provided by the City to its employees, including, but not limited to, health insurance, disability insurance or pension benefits.

VI. LIABILITY AND INDEMNIFICATION

- A. CONTRACTOR LIABILITY. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Contractor or its employees, agents, subcontractors or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement.
- B. CRIMINAL BACKGROUND INVESTIGATIONS; PRIVACY; NON-DISCLOSURE AGREEMENT.
 1. Background. Contractor hereby guarantees that it has completed criminal background investigations on all individuals performing the Services on Contractor's behalf in compliance with the attached CITY OF LAKEWOOD CRIMINAL BACKGROUND INVESTIGATION REQUIREMENTS. Failure to strictly comply with the terms of this subsection shall constitute a material breach of this Agreement.

2. Non-Disclosure. Contractor, and each employee, agent, representative or subcontractor of Contractor with access to sensitive City information or data (collectively, "Agents"), shall execute a non-disclosure agreement ("NDA") in favor of the City. The City shall determine, in its sole and absolute discretion, whether information or data to which Contractor and its Agents will have access is considered "sensitive." The NDA shall be on a form provided by the City.

C. INDEMNIFICATION.

1. Contractor. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Contractor or its employees, agents or subcontractors, or other persons acting under Contractor's direction or control, in performance of the Services.
2. City. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall the City indemnify Contractor.

- D. SUBCONTRACTOR CONTRACTS. If Contractor engages subcontractors to perform any part of the Services other than the furnishing of goods, materials or supplies, Contractor shall include the provisions of this Section VI in any such subcontracts.

- E. SURVIVAL; NO LIMITATION. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement. The obligations set forth in this Section shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

VII. INSURANCE

A. REQUIRED COVERAGES.

1. Professional Liability Insurance. Contractor shall procure and keep in force for the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
2. Cyber Privacy Insurance. Contractor shall procure and keep in force for the duration of this Agreement Cyber Privacy Insurance for claims and losses with respect to network, internet (cloud) or other data disclosure risks, including but not limited to data breaches, releases of confidential information, unauthorized access/use of information and identity theft, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
3. Commercial General Liability. Contractor shall procure and keep in force for the duration of this Agreement a policy or policies of commercial general liability

insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury, death or property damage arising out of the performance of the Services. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than One Million Dollars (\$1,000,000) each occurrence, plus an additional amount sufficient to pay related defense costs and attorney fees. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Contractor hereunder.

4. Automobile Liability. Contractor shall procure and keep in force for the duration of this Agreement a policy or policies of comprehensive automobile liability insurance, include statutory personal injury protection and uninsured motorist coverage, insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, death or property damage arising out of the use of all motor vehicles used in connection with the performance of the Services, on or off the site, whether the motor vehicles are owned, non-owned or hired. Coverages amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than a combined single limit of One Million Dollars (\$1,000,000), plus an additional amount sufficient to pay related attorney fees and defense costs. The limits of such insurance shall not limit the liability of Contractor hereunder.
5. Workers' Compensation. Contractor shall provide proof of Workers' Compensation Insurance; provided, however, should Contractor have no employees performing the Services who are required to be covered by Workers' Compensation insurance pursuant to Colorado Statute, Contractor shall sign the attached Worker's Compensation Representation form and hereby acknowledges that it will not seek Workers' Compensation benefits from the City for "on-the-job" injuries sustained while performing this Agreement.
6. Other Insurance. Contractor shall procure and keep in force any other insurance required by applicable law.

B. TERMS OF INSURANCE.

1. General. Insurance required by this Agreement shall be with companies authorized to conduct business in Colorado and acceptable to the City and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). Jurisdiction and venue for any legal action against, and any other disputes with, insurers providing coverage hereunder shall be in Jefferson County, Colorado, or Denver, Colorado.
2. Changes. Not less than thirty (30) days prior to the effective date of any cancellation of, or material change in, any insurance policy required herein, Contractor shall provide written notice of such cancellation or change to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a twelve (12) month tail. In the case of any "claims made" policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage as required

herein. Contractor shall not do or permit to be done anything that shall invalidate the policies.

3. City Loss Recovery; Carrier Waiver of Subrogation. The policies described in this Section shall be for the mutual and joint benefit and protection of Contractor and the City. With the exception of Workers' Compensation policies, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or of Contractor's officers, employees, agents, subcontractors or business invitees. Contractor hereby waives all rights of recovery, under subrogation or otherwise, related to any claim against the City, and all insurance policies required herein shall include a clause stating that the insurance carrier waives all such rights of recovery.
 4. Policies Primary/Non-Contributory. All insurance policies required herein shall be written as primary/noncontributory.
- C. EVIDENCE OF COVERAGE. Before commencing the Services, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.
- D. SUBCONTRACTS. If consent to engage subcontractors is granted pursuant to section II(B) above, Contractor shall include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

VIII. COMPLIANCE WITH LAW

Contractor covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, regulations and policies, including, but not limited to, the following:

- A. DRUGS, ALCOHOL AND WORKPLACE VIOLENCE. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request.
- B. EQUAL OPPORTUNITY EMPLOYMENT. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, disability, military or veteran status, or national origin. Contractor shall take affirmative

action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, age, sex, disability, military or veteran status, or national origin. Such action shall include but not be limited to: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notice, provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- C. AMERICANS WITH DISABILITIES ACT. Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. The City may request at any time during the term, or any Renewal Term, of this Agreement a signed, written certificate stating compliance with the ADA.
- D. COLORADO ACCESSIBILITY LAW. The City of Lakewood is subject to accessibility requirements of §§24-85-101, et seq., C.R.S. and related regulations, which generally require that any technology procured by a government and used by the public or a government employee must provide reasonable accommodation for use of such technology by disabled persons. Contractor shall comply with §§24-85-101, et seq., C.R.S. accessibility requirements and the City may request at any time during the term, or any Renewal Term, of this Agreement a signed, written certificate stating compliance with §§24-85-101, et seq., C.R.S. Contractor shall indemnify, save, and hold harmless the City, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5). To the extent applicable to the Services (or quote, proposal, RFI/RFQ etc.), Contractor agrees that the consideration and payment includes all costs and expenses needed to comply with §§24-85-101, et seq., C.R.S. and related regulations. Any additional costs to add or modify accessibility features will be the obligation of the Contractor, and any addition or change to the consideration and payment after execution of this Agreement will be disallowed.

IX. NOTICE

Notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to City:

Division Chief
City of Lakewood Police Department
480 S. Allison Pkwy.
Lakewood, CO 80226
anikoe@lakewoodco.org

If to Contractor:

Erik Butt
Flock Group Inc.
1170 Howell Mill Rd., Suite 210
Atlanta, GA 30318
erik.butt@flocksafety.com

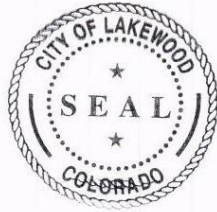
X. GENERAL PROVISIONS

- A. INTEGRATED AGREEMENT; BINDING EFFECT. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- B. CONTROLLING TERMS. In the event of any conflict or inconsistency between the provisions of this Agreement and those contained in any attachments or exhibits hereto, or any documents references therein, the terms and conditions of this Agreement shall prevail, and as such, shall supersede the conflicting provisions of such attachments, exhibits or referenced documents.
- C. NO WAIVER. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement.
- D. NO ASSIGNMENT. Contractor shall not assign this Agreement without the City's prior written consent; provided, however, that no consent shall be required for an assignment by Contractor to a successor entity in the event of a sale of all or substantially all of Contractor's assets or stock or a reorganization within Contractor's existing ownership structure.
- E. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.
- F. GOVERNING LAW AND VENUE; RECOVERY OF COSTS. This Agreement shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or in the United States District Court for the District of Colorado, as applicable. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.
- G. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- H. CONFIDENTIALITY; PUBLIC DOCUMENT. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* (the "Act"), and as such, this Agreement may be subject to public disclosure thereunder. In the event the provisions of any exhibit or attachment hereto, or of any other document, including any electronic document, purport to require protection from public disclosure of any so-called "confidential" or "proprietary" information or data, including this Agreement or any exhibit or attachment hereto, such provisions shall be null and void to the extent inconsistent or in conflict with the Act, and the City's good faith disclosure of any such information or data pursuant to the Act shall not constitute a breach of this Agreement.

- I. NO BINDING DISPUTE RESOLUTION. Any exhibit or attachment hereto, or of any other document, including any electronic document, governing the provision of the Services that requires binding arbitration, or any other binding extra-judicial dispute resolution process in which the final resolution is not determined by the City, shall be void and unenforceable.
- J. PROTECTION OF PERSONAL IDENTIFYING INFORMATION. In the event the Services include or require the City to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to Third Party Services Providers.
- K. HEADINGS. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- L. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- M. COUNTERPARTS; ELECTRONIC DISPOSITION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- N. AUTHORITY. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

[Remainder of page intentionally blank – signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



CITY OF LAKEWOOD



Philip Smith (Jan 30, 2025 09:24 MST)

Philip A. Smith, Jr., Chief
Lakewood Police Department

ATTEST:

BERNADETTE Y. SALAZAR for:
BERNADETTE Y. SALAZAR for: (Jan 30, 2025 12:47 MST)

Jay Robb, City Clerk

Jan 30, 2025

Attestation Date

Approved as to form:

Patrick Freeman

Patrick Freeman, Sr. Asst. City Attorney

Recommended and approved as to content:

Anita Koester

Anita Koester, Division Chief
Lakewood Police Department



Alina Walters, Chief Information Officer
Department of Information Technology

A Ward

Alexandra Ward, Business Transformation Mgr.
Department of Information Technology

FLOCK GROUP INC

Signature [must be notarized or attested]

MARK SMITH GENERAL COUNSEL
Printed Name & Title

ATTEST:

Signature [must be company officer]

Attestation Date

Print Name, Title

OR

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement was acknowledged before me this ____ day of _____,
2025, by _____, _____ of
(Signatory Name) (Title)
Flock Group Inc.

Witness my hand and official seal.

My Commission Expires _____

Notary Public

JURAT

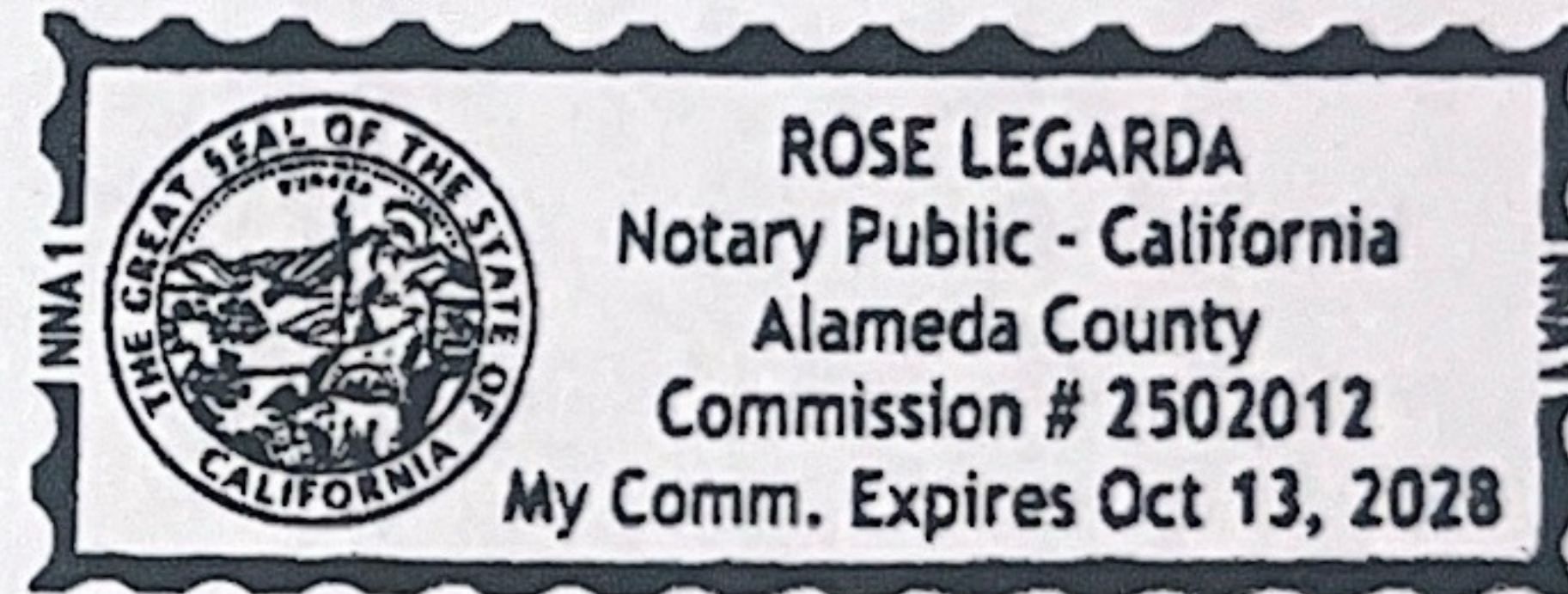
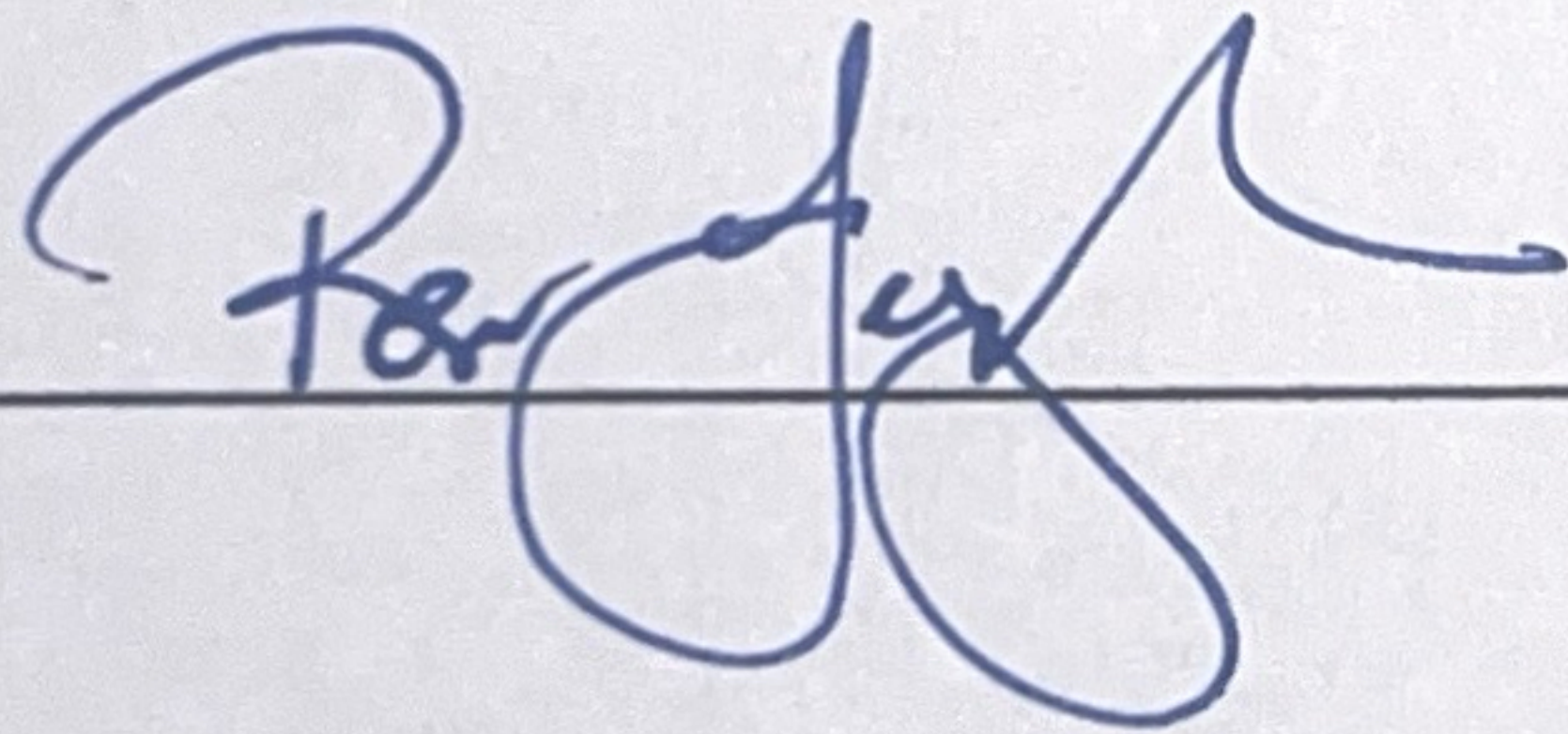
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 24th day of JANUARY, 2025,
by MARK MUTH, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature



(seal)

CITY OF LAKEWOOD CRIMINAL BACKGROUND INVESTIGATION REQUIREMENTS

Contractor shall fulfill these requirements if it: (i) works with vulnerable populations, including minors, the elderly and individuals with disabilities; (ii) is involved in cash handling; or (iii) will work in sensitive areas or with sensitive information.

Individuals and sole proprietors are required to work directly with the City's Human Resources Department to complete criminal background investigations. (Fees will apply.) Investigations and fees will be arranged by the City.]

Contractor shall perform criminal background investigations on all employees, subcontractors and volunteers (collectively referred to hereinafter as "Employee(s)") providing Services under this Agreement. Criminal background investigations must follow the procedure outlined below. Upon completion, Contractor shall provide to the City a written certification that the investigations and CBI check outlined below were completed. Employees for whom the investigation and CBI check is not acceptable to the City shall not be used to provide any of the Services.

Contractor shall use a reputable service to perform the investigations. (The City uses *Background Information Services*, located in Boulder, Colorado.) The investigations shall include the following: (i) a search of all in-state and out-of-state locations where the Employee has resided for the last ten (10) years; (ii) criminal information for all names under which the Employee has been known; (iii) a name search on the *National Sex Offender Public Registry*; and (iv) a social security and name search on a national index.

Contractor shall conduct a Colorado Bureau of Investigation (CBI) check and identify any arrest record that would have a negative effect on a position working with vulnerable populations, sensitive information/areas or finances, or which would preclude the Employee from performing the Services. The following convictions or arrest records shall preclude an Employee from performing the Services in any capacity:

1. Drug and Alcohol Convictions
 - Any marijuana-related conviction within past eighteen (18) months.
 - Any alcohol-related conviction within the last two (2) years that involved providing alcohol to a minor.
2. Other Criminal Activity
 - Conviction of a felony. In such event, Contractor shall notify the City's Human Resources Business Manager at 303-987-7715.
 - A registered sex offender.
 - Conviction of a sexual assault or unlawful sexual offense of any kind, against any person, at any time.
 - Misdemeanor conviction within last five (5) years for unlawful use of physical force including child abuse, domestic violence, resisting arrest, interference with police, etc.
 - Outstanding criminal warrant.
3. Harassment-Related Convictions or Arrests

A misdemeanor harassment-related conviction or arrest within the last three (3) years involving physical force, verbal abuse or abusive behavior including, but not limited to:

 - Harassment, menacing, tampering, stalking or intimidation;
 - Explosive, raging or threatening behavior;
 - Comments threatening violence; and
 - Any similar behavior.
4. Driving History

Covering the last four (4) years for those who drive for business:

 - Any Driving Under the Influence conviction within the past three (3) years.
 - Any Driving While Intoxicated or Driving While Ability Impaired convictions within the past three (3) years.
 - Any history or pattern of unsafe driving behavior within last four (4) years.
 - Failure to retain a valid driver's license.

Attachment A

Master Services Agreement

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

RECITALS

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

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

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

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

1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

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

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

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

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

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

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer

any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock. If Flock’s repair or replacement of malfunctioning or failing hardware is not reasonably satisfactory to Customer, Customer may terminate the Agreement upon written notice that the repair or replacement was not satisfactory.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

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

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

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

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

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

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

ATTACHMENT B

Flock Safety + CO - Lakewood PD

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

MAIN CONTACT:
Erik Butt
erik.butt@flocksafety.com
7346799174



EXHIBIT A
ORDER FORM

Customer: CO - Lakewood PD
Legal Entity Name: CO - Lakewood PD
Accounts Payable Email: benbar@lakewoodco.org
Address: 445 S Allison Pkwy Lakewood, Colorado 80215

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$58,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	11	Included
Solar Falcon ® LR	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	8	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	5	\$0.00

Subtotal Year 1: \$58,000.00
Annual Recurring Subtotal: \$58,000.00
Discounts: \$6,400.00
Estimated Tax: \$0.00
Contract Total: \$58,000.00

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

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$58,000.00
Annual Recurring after Year 1	\$58,000.00
Contract Total	\$58,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$6,400.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

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

FLOCK GROUP, INC.

Customer: CO - Lakewood PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

EXTENSION LETTER #1

February 10, 2026

Flock Group Inc
Attn: Dan Haley
1170 Howell Mill Rd. NW, Suite 210
Atlanta, GA 30318-8637

Re: Contractual Services Agreement #6295: Automatic License Plate Reader (ALPR) Cameras & Management Software

Dear Mr. Haley,

Pursuant to Section IV(C) of the above-referenced agreement (the "Agreement"), the City of Lakewood (the "City") desires to extend the Agreement through **January 30, 2027**. The City and **FLOCK GROUP INC** understand and agree that the Compensation will not be modified for the not to exceed amount of **Fifty-Eight Thousand and 00/100 dollars (\$58,000.00)**.

If **FLOCK GROUP INC** is in agreement with the foregoing, please indicate by signing below.

Upon full execution of this Extension Letter, the Term of the Agreement shall be extended through **January 30, 2027**, with no change in the Compensation as set forth herein.

CITY OF LAKEWOODPhilip Smith (Feb 12, 2026 14:44:53 MST)

Philip A. Smith, Jr., Chief
Lakewood Police Department

Recommended for approval:

Mike Maestas 1695

Michael Maestas, Division Chief
Lakewood Police Department



Alina Walters, Chief Information Officer
Division of Information Technology

A Ward

Alexandra Ward, Business Transformation Mgr.
Division of Information Technology

By signing below, I hereby certify that I have full authority to agree to the terms hereof, to wit, that the Term of the Agreement shall be extended through January 30, 2027, with no change in the Compensation as referenced above.

FLOCK GROUP INC



DAN HALEY (Feb 11, 2026 14:16:18 EST)

Signature

DAN HALEY

Chief Legal Officer

Printed Name & Title