

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FOUR-YEAR PERSONAL SERVICES AGREEMENT WITH FLOCK, INC., FOR THE FLOCK SAFETY PLATFORM AND FLOCK SAFETY VIDEO PRODUCTS AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City of Avon Lake desires to retain the personal services of Flock, Inc., of Atlanta, Georgia, for the Flock Safety Platform and Flock Safety Video Products.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into a four-year agreement (Exhibit A) with Flock Safety, Inc., of Atlanta, Georgia, for the Flock Safety Platform and Flock Safety Video Products. The agreement shall state among its terms that the cost of said personal services shall not exceed \$49,918.92. Upon completion of the installation of the platform and products to the satisfaction of the Police Chief, the Finance Director is hereby directed to deliver to Flock, Inc., the warrant of this City and to cause said warrant to be paid.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Police Department with a software system that will aid in the performance of their duties, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: 1/27/2025

*/s/ Jennifer G. Fenderbosch*  
Council President

POSTED: 1/31/2025

APPROVED: 1/28/2025

ATTEST: */s/ Valeria E. Rosmarin*  
Clerk of Council

*/s/ Mark A. Spatzel*  
Mayor

**Flock Safety + OH - Avon Lake PD**

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

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MAIN CONTACT:  
Will Pepper  
will.pepper@flocksafety.com  
+18595766724

**flock safety**



**ORDER FORM**

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	OH - Avon Lake PD	Initial Term:	48 Months
Legal Entity Name:	OH - Avon Lake PD	Renewal Term:	24 Months
Accounts Payable Email:	vmolnar@avonlakepolice.org	Payment Terms:	Net 30
Address:	32855 Walker Road Avon Lake, Ohio 44012	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$12,479.73</b>
<b>Flock Safety Video Products</b>			
Solar Condor™ Fixed	Included	4	Included
Solar Power Boost	Included	4	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Condor Professional Services - Standard Implementation Fee	\$0.00	4	\$0.00

<b>Subtotal Year 1:</b>	\$12,479.73
<b>Annual Recurring Subtotal:</b>	\$12,479.73
<b>Discounts:</b>	\$13,081.08
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$49,918.92

*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)
<b>Year 1</b>	
At Contract Signing	\$12,479.73
<b>Annual Recurring after Year 1</b>	\$12,479.73
<b>Contract Total</b>	\$49,918.92

\*Tax not included

### Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$10,081.08
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$3,000.00

## Product and Services Description

Flock Safety Platform Items	Product Description
Solar Condor™ Fixed	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Condor 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.
Solar Power Boost	Low sun area solar boost package to support longer power duration

## FlockOS Features & Description

FlockOS Features	Description
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**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.**

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

**FLOCK GROUP, INC.**

**Customer: OH - Avon Lake PD**

By: \_\_\_\_\_

Mark Smith

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mayor Mark Spaetzel

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_