



ORANGE COVE CITY COUNCIL AGENDA

Diana Guerra Silva, Mayor

Gilbert Garcia, Mayor Pro Tem

Josie Cervantes, Council Member

Maria Vacio, Council Member

Esperanza Rodriguez, Council Member

Orange Cove Council Meeting

WEDNESDAY, MARCH 22, 2023 - 6:30 P.M.

SENIOR CENTER

699 6th Street, Orange Cove, California 93646

LIVE MEETING

A. Call to Order/Welcome

Roll Call

Invocation

Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. Council Minutes of February 22, 2023
2. Usage of the VPL Community Center for a Funeral Reception on March 23, and March 24 requested by Stephanie Mendoza
3. Station of the Cross Procession April 7, 2023 – 4pm starting at Eaton Park requested by St. Isidore Catholic Church
4. Permission Form from Orange Cove Christian Center to use the property at Eaton Park 6th and Park Blvd. for TNT Fireworks

D. Administration

Chief of Police:

5. **SUBJECT:** Report by Chief of Police regarding the Lease agreement with Flock Cameras

Recommendation: Council to consider approving the Lease agreement with Flock Cameras

Public Works Department:

6. **SUBJECT:** Approval of a Water Treatment Facility (OIT) Operator in Training

Recommendation: Staff recommends that the City Council approve the hiring of a Water Treatment Facility (OIT) Operator in Training

Interim City Manager:

7. **SUBJECT:** Approval of Resolution No.2023-12 amending the fiscal year 2022-23 General Fund Adopted Budget by reducing projected Land Sales by \$347,000.

Recommendation: For the City Council to approve resolution no.2023-12 amending the FY 2022-23 adopted budget.

Mayor and City Councilmembers:

8. **SUBJECT:** NALEO conference in New York July 11-13, 2023

Recommendation: Council to give staff direction

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

F. City Manager's Report

G. City Attorney's Report

9. **SUBJECT:** Employment Agreement for Interim City Manager

Recommendation: Staff recommends Council to approve the employment agreement for Interim City Manager, and that Daniel Parra serve as the Interim City Manager for the City of Orange Cove

H. City Council Communications

I. Closed Session:

10. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 2 potential cases
11. Performance Evaluation pursuant to Government Code Section 54957 – Interim City Manager

J. Reconvene Council Meeting

K. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforange Cove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.

2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES (Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.



ORANGE COVE CITY COUNCIL MINUTES

Diana Guerra Silva, Mayor

Gilbert Garcia, Mayor Pro Tem

Josie Cervantes, Council Member

Maria Vacio, Council Member

Esperanza Rodriguez, Council Member

**Orange Cove Council Meeting
WEDNESDAY, FEBRUARY 22, 2023 - 6:30 P.M.
SENIOR CENTER
699 6th Street, Orange Cove, California 93646
LIVE MEETING**

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Diana Guerra Silva
Mayor Pro Tem Gilbert Garcia
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez
Councilmember Maria Vacio

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
City Attorney Megan Dodd
Chief of Police, Marty Rivera
Director of Planning, Shun Patlan
Director of Public Works, Joe Estrada
City Clerk June V. Bracamontes

Invocation Mayor Pro Tem Garcia
Flag Salute Councilwoman Rodriguez

B. Confirmation of Agenda

Interim City Manager is requesting to move Items #9 and #11 upfront after the Consent Calendar and under Closed Session Item 15 move last after #18.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Vacio, Council approved the above request as presented.

YES: SILVA, GARCIA, CERVANTES, RODRIGUEZ, VACIO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

C. Consent Calendar

1. City Warrants January 2023
2. Usage of VPL Community Center for Wedding Reception February 25th requested by Esperanza Rodriguez
3. Usage of the VPL Community Center for a Funeral Reception on February 24, 2023 requested by Andrea Islas
4. Usage of VPL Community Center for Community April 18, 2023 for a Health Resource Fair request by State Assembly
5. Usage of VPL Community Center for Quincenera on April 22, 2023 requested by Maria Trejo
6. Usage of VPL Community Center for Wedding June 10, 2023 request by Nicholas Rodriguez

Item #3 remove from the Consent Calendar.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Vacio, Council approved the Consent Calendar and removing Item #3 as presented.

YES: SILVA, GARCIA, CERVANTES, RODRIGUEZ, VACIO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

D. Administration

Public Works Department:

7. **SUBJECT:** Approval of Asphalt Pothole Machine For the City's Street Department for \$34,690.

Recommendation: For the City Council to approve the purchase of the Asphalt Pothole Machine from KM International for the Amount of \$34,690.

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Garcia, Council approve the purchase of the Asphalt Pothole Machine from KM International for the Amount of \$34,690.

YES: SILVA, GARCIA, CERVANTES, RODRIGUEZ, VACIO
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Interim City Manager:

8. **SUBJECT:** Approval of new Rental Fee/Deposit For the Victor P. Lopez Community Center.

Recommendation: For the City Council to review, discuss, and approve the new rental fee and deposit for the use of the Victor P. Lopez Community Center.

Council reviewed and discussed the new rental fees and deposit and the following changes were added. Deposit fees should go up \$1000 and City Attorney suggested that a clause be placed on the Application anything breaks applicant will be responsible.

Upon the motion by Councilwoman Cervantes and seconded by Councilman Garcia, Council approved the revised new rates as presented.

YES: SILVA, GARCIA, CERVANTES, RODRIGUEZ
NOES: VACIO
ABSENT: NONE
ABSTAIN: NONE

(Item #9 was presented after the Consent Calendar)

9. **SUBJECT:** Resolution authorizing submittal of a 2023 Cal Home Super Nofa Program Application

Recommendation: Council to consider approving Resolution No. 2023-10 Approving the submittal of an application to the Cal Home Program for up to \$600,000 for Owner-Occupied Rehabilitation (with or without accessory dwelling units) within City limits.

Upon the motion by Councilwoman Rodriguez and seconded by Councilwoman Cervantes, Council approved Resolution No. 2023-10 Approving the submittal of an application to the Cal Home Program for up to \$600,000 for Owner-Occupied Rehabilitation (with or without accessory dwelling units) within City limits.

YES: SILVA, CERVANTES, RODRIGUEZ
NOES: VACIO
ABSENT: NONE
ABSTAIN: GARCIA

10. **SUBJECT:** Waiver of Business Operating Requirement for the Small Business Grant Program for those funded by the General Fund

Recommendation: Council to approve the waiver of the business operating requirement for the small business program for those funded by the general fund

Mayor and Mayor Pro Tem recused themselves from this item.

Upon the motion by Councilwoman Vacio and seconded by Councilwoman Cervantes, Council did not approve the waiver of the business operation requirement for the small business program for those funded by the general fund as presented.

YES: NONE
NOES: CERVANTES, VACIO, RODRIGUEZ
ABSENT: NONE
ABSTAIN: NONE

(Item #11 was presented after the Consent Calendar)

11. **SUBJECT:** Status on Community Development Block Grant Projects as of February 15, 2023.

Recommendation: For Information Only.

The City of Orange Cove Status of Active Grants as of February 15, 2023 was presented from Year Applied 2020-2023 as presented.

12. **SUBJECT:** Update Report on the Easter and Cinco De Mayo Event

Recommendation: Informational Item Only

Interim City Manager and Shun Patlan presented to Council an Update on the Easter and Cinco De Mayo Event. Parade on May 6th will start on 12th Street and end on 3rd Street. Food Booths are welcome.

Councilwoman Rodriguez asked to send out donation letters to help with the expense for the events.

Mr. David Fernandez presented to Council that he started "Clean up my Hood" and had a concern on Jacob and Center Streets sewer hole no lid. Mayor and Council Thanked Mr. Fernandez.

Ms. Mendoza from the Orange Cove High School Track Team presented students doing community services such as cleaning up graffiti, cleaning up the trails and open for the Easter/Cinco De Mayo Events and would like to help rebuild the VPL Community Center to have the kids to go to.

13. **SUBJECT:** Financial Update

Recommendation: Informational Item Only

Fire Chief, Tom Greenwood, presented to Council the following:

- Met with Assemblyman Arambula regarding the Fire Department and the Police Department in helping to go after the funding and Arambula will take Orange Cove his first request.

- All paper work submitted.
- Have property in place, pricing for construction
- Thanked City of Orange Cove for working with the Fire Department
- Will need support letter from the city

Chief of Police, Marty River presented to Council:

- The Police Department has out grown the current building need more space
- Fire Department is asking 3 acres and the Police Department is asking for 1.9 acres
- Asking for 6 million dollars; 5 million for building and 1 million for furniture

Mayor Pro Tem Garcia indicated that the meeting with Arambula was very productive and Arambula placed it on his Facebook page.

The Zoom Meeting with State Senator Anna Caballero issues were discussed:

- Funding for New Fire Station for the Fire Department(Hurtado)
- Funding for New Police Station (Arambula)
- Funding for Community Pool in the City of Orange Cove. with No City Pool kids go and swim in the canal.
- New City Hall current building is very old and not ADA Compliant
- Funding for Street and Road Rehab Repairs. Many roads in the City are deteriorated and must be brought up to code.
- Youth Recreation Programs: Sporting Events; Art Events; After School Programs

Mayor and City Councilmembers:

14. **SUBJECT:** League of California Cities City Leaders Summit
April 12-14, 2023 in Sacramento, CA

Recommendation: Informational Item Only

Informational Item Only. League of California Cities City Leaders Summit April 12-14, 2023.

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When

addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

Isaiah Lopez from the Boys and Girls Club presented the following:

- Costa soon to visit Orange Cove
- Park Green Space
- Smoke Shop coming to town concern don't need more than 1 smoke shop
- Parks update
- Moving family to Orange Cove

Planner Shun Patlan The Smoke Shop applied for a Business License and checked zoning Ordinance they can apply. Tabaco and Shop do not need Council's approval. Council could amend the Ordinance.

Mr. Hernandez is a resident of Orange Cove for 36 years and Mr. Tom Sembritzk Athletic Director of Orange Cove High School would like to have a partnership with the city for the pee wee football, basketball and baseball. Item must be on the agenda in order to discuss this issue with Council.

F. City Manager's Report

None

G. City Attorney's Report

None

H. City Council Communications

Councilwoman Rodriguez requested to place on the next Agenda Selection of New City Manager

I. Closed Session:

15. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 3 potential cases
16. Performance Evaluation pursuant to Government Code Section
54957 - City Attorney
17. Performance Evaluation pursuant to Government Code Section
54957 - City Manager
18. City Designated Representative: Rudy Hernandez, Interim City Manager

Employee Organization: International Union of Operating
Engineers, Stationary Engineers, Local 39

J. Reconvene Council Meeting

Mayor Silva reconvened City Council Meeting at 10:44 p.m.

K. Adjournment

Mayor Silva adjourned the City Council Meeting at 10:44 p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk
City of Orange Cove

CITY OF ORANGE COVE
633 Sixth Street, Orange Cove, California (559) 626-4488
FACILITY USE APPLICATION

This reservation application is issued in accordance with the policies outlined in the attached packet. All reservation forms must be signed and returned before consideration of use approval. Submission of reservation request does not constitute approval. All applications must be presented to the Orange Cove City Council at a City Council Meeting and the office of the Chief of Police for final approval.

Name: Mendoza Organization/Representative: _____

Mailing Address: PO Box 206 City: O.C. Zip: 93646

Home Phone: _____ Work Phone: 559-720-1183

Date of Use: 3/23 - 3/24/23 Nature of Use: Funeral/Memorial Pastor Guzman
Thurs. - 3 pm - 7 pm

Expected Attendance: 200-250 Time: From 12 am/pm pm To: 8 am/pm pm
(Hours of operation shall not exceed 12:00 midnight unless approved by the City Council)

Other information, please specify: _____

DECORATING/REHEARSAL: Date: 3/23/23 From 3 a.m./p.m. pm To 7 a.m./p.m. pm

INSURANCE REQUIRED:

Name of Insurance Company: East Main Street Ins.

(Please provide Certificate of Insurance showing the City of Orange Cove as an additional Insured)

FACILITY REQUIRED:

(Please Check) _____ (R) Resident _____ (N) Non Resident

(No Smoking in Public Buildings pursuant to Ordinance No. 284)

- _____ Gene Welch Park (Behind Victor P. Lopez Center)
_____ J.O. Eaton Park
_____ Sheridan Park
_____ Victor P. Lopez Community Center
_____ Senior Citizen Center
_____ OTHER (Please specify)

CITY OF ORANGE COVE
633 Sixth Street, Orange Cove, California (559)626-4488
FACILITY USE APPLICATION

This reservation application is issued in accordance with the policies outlined in the attached packet. All reservation forms must be signed and returned before consideration of use approval. Submission of reservation request does not constitute approval. All applications must be presented to the Orange Cove City Council at a City Council Meeting and the office of the Chief of Police for final approval.

Name: Francisca Rubio Organization/Representative: St. Isidore Catholic Church

Mailing Address: 480 Adams Ave City: Orange Cove Zip: 93646

Home Phone: (559)626-4943 Work Phone: —

Date of Use: 4/7/2023 Nature of Use: Station of The Cross procession

Expected Attendance: 200 Time: From 4:00 am/pm To: 5:00 am/pm
(Hours of operation shall not exceed 12:00 midnight unless approved by the City Council)

Other information, please specify: _____

DECORATING/REHEARSAL: Date: N/A
From _____ a.m./p.m. To _____ a.m./p.m.

INSURANCE REQUIRED:

Name of Insurance Company: _____

(Please provide Certificate of Insurance showing the City of Orange Cove as an additional Insured)

FACILITY REQUIRED:

(Please Check) _____ (R) Resident _____ (N) Non Resident

(No Smoking in Public Buildings pursuant to Ordinance No. 284)

_____ Gene Welch Park (Behind Victor P. Lopez Center)

☒ J.O. Eaton Park

_____ Sheridan Park

_____ Victor P. Lopez Community Center

_____ Senior Citizen Center

_____ OTHER (Please specify)



Please email a copy or text a picture of this completed form to:
Email: horvathh@tntfireworks.com
Text phone #: 559-906-3519

MULTI-YEAR PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to Orange Cove Christian Center and
TNT Fireworks for the exclusive right to use the property at
Eaton Park 6th & Park Blvd in the
City/County of Orange Cove, Fresno Co for their annual fireworks
stand.

It is understood that this sale will be conducted in accordance with all City, County and
State regulations. It is further understood that this permission is subject to immediate
cancellation with the sale, lease or construction of the property.

This permission is good for the following years. (Indicate YES or NO for ALL years.):

2023	Yes	No
2024	Yes	No
2025	Yes	No
2026	Yes	No

The following must be completed by PROPERTY OWNER OR P/O AGENT:

Signature: _____

Date: _____

Print Name: _____

Address: _____

Phone #: _____

Loc. # (completed by office): _____



ORANGE COVE POLICE DEPARTMENT
550 Center Street Orange Cove California 93646
Ph: 559-626-5106 / Fax: 559-626-7565
Email: marty.rivera@oc-pd.com

Marty Rivera
Chief of Police

Date: March 8, 2023

Title: Recommendation to lease Flock Cameras

Submitted: Marty Rivera
Chief of Police

Background:

The city currently has cameras at two city intersections. These cameras have been used to identify vehicles that have been involved in crime such as drive-by shootings in the city as well as accidents and other instances where we needed to identify vehicles. The current year's budget was approved in the amount of \$45,000 to purchase additional cameras with the intent to eventually have every access point into the city covered.

The cameras we currently have work very well as it identifies vehicles that go through the intersections once we look for it after something occurs. I have obtained costs for cameras to cover six remaining entry points into the city.

Surveillance Integration (which we currently use) has given us a quote for six cameras at a cost of \$101,433. \$40,000.00 would be paid this year, and then the remaining amount would split over the following two years. The life expectancy of cameras is approximately five years, and we would have to purchase new ones when they break down. These cameras also need to have electrical connections to operate.

Flock cameras gave us a quote of \$42,450.00 to lease seven cameras. That cost is for a two-year period and then we could either cancel the contract and they would take back their equipment or we would pay \$20,000 each year to continue the lease program starting the third year. These cameras have solar panels, so no electricity is required. They can also be hard wired if desired. These cameras give us lifetime maintenance and support during the contract. The big advantage that these cameras give is that they have ALPR (automated license plate readers) linked to state data bases that would give our officers immediate information if for example a stolen car entered our city.

As stated above the benefit of having Flock cameras is the ability immediately get license plate information sent to our officers. The draw back is that they only give us a picture of the license plate.

The cameras from Surveillance Integration would show the complete intersection and vehicle passing through it. We would then have to review footage of what the camera picked up to find the vehicle and run the license plate to see who the vehicle was registered to.

I have talked to local police chiefs, and they highly recommend Flock cameras. The city of Reedley contacts us and tells us about vehicles that have entered their city identified using their flock cameras that we had provided information to them regarding criminal activity. The city of Clovis said that they have two Vigilant cameras that have ALPR but that the cost to purchase that system is very costly and they recommend Flock cameras for use in a small city such as ours.

Fiscal: The money to lease the cameras for the first two years is \$42,450.00. This money would come from the already approved 22-23 budget. After the second year, we would have to find a source to continue leasing the cameras at a cost of \$20,000.00 per year.

Recommendation: Is to lease the Flock Camera System.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

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

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

Agency: CA - Orange Cove PD Legal Entity Name:	Contact Name: Marty Rivera
Address: 550 Center St Orange Cove, California 93646	Phone: (559) 626-5106 E-Mail: marty.rivera@oc-pd.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	7.00	\$2,450.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	7.00	\$17,500.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1:	\$22,450.00
Subscription Term:	24 Months
Annual Recurring Total:	\$20,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$42,450.00

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

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

FLOCK GROUP, INC.

Agency: CA - Orange Cove PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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

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

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

2.5 Usage Restrictions.

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

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

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

2.7 Suspension.

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

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

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

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

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

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

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

3. RESTRICTIONS AND RESPONSIBILITIES

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

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

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

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

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

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

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

5. PAYMENT OF FEES

5.1 Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

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

6. TERM AND TERMINATION

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

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

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

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

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

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

7. REMEDY; WARRANTY AND DISCLAIMER

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

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

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

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

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

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

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

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

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

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

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

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

Flock shall indemnify and hold and save the Agency, its officers, agents and employees, harmless 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, and (ii) damage or injury to property or person directly caused by Flock's negligent installation of Hardware.

10. MISCELLANEOUS

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

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

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

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

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

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

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is

compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

FLOCK NOTICES ADDRESS:

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

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



For the Meeting of: March 22, 2023
Agenda Item No.:

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Joe Estrada – Public Works Director
Subject: Approval of a Water Treatment Facility (OIT) Operator in Training.
Attachments: None.

BACKGROUND:

The Water Treatment Facility is currently operating with only one operator. The city owns and operates a class III surface water treatment facility which is considered as an advanced treatment plant. The Department of Health along with the State Water Resources Control Board recommends these advanced treatment facilities to be staffed with a minimum of 3 operators for proper plant coverage during regular and emergency work hours.

RECOMMENDATION:

Staff recommends that the City Council approve the hiring of a Water Treatment Facility (OIT) Operator in Training.

FISCAL IMPACT:

Funding for Water Treatment Facility (OIT) Operator in Training will come from the Water Enterprise Fund.

Prepared by: *Joe Estrada*

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

☐ Consent
☐ Info Item
☐ Action Item
☐ Department Report
☐ Redevelopment Agency

☐ Public Hearing
☐ Matter Initiated by a Council
Member
☐ Other
☐ Continued to: _____



Date: March 22, 2023
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Resolution No.2023-12 Amending the FY 2022-23 General Fund Adopted Budget By Reducing Projected Land Sales By \$347,000.

Attachments: Resolution 2023-12

BACKGROUND:

In the current fiscal year 2022-23 budget, there is a sale of land revenue budget in the amount of \$817,000. Due to unforeseen circumstances, two (2) potential land sales (Blossom Heights and Universal Properties) will not take place in this FY 2022-23.

As a result, the projected land sales will decrease by \$347,000 and will go from \$817,000 to \$470,000. The net effect will reduce the projected general fund surplus balance from \$361,897 to \$14,894.

RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution no.2023-12 amending the FY 2022-23 general fund budget.

Prepared by: Rudy Hernandez

Approved by: [Signature]

REVIEW: City Manager: ✓

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent

____ Public Hearing

____ Info Item

____ Matter Initiated by a Council Member

x Action Item

____ Other

____ Department Report

____ Continued to: _____

____ Redevelopment Agency

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ORANGE COVE ADOPTING BUDGET AMENDMENT NO.1 AMENDING THE FY 2022-23 GENERAL
FUND ADOPTED BUDGET.**

WHEREAS, the City Council of the City of Orange Cove has reviewed the anticipated revenues and the proposed expenditures for the 2022-23 fiscal year: and

WHEREAS, the City Council of the City of Orange Cove has, as a result of the review, identified those programs and expenditures, which would be most beneficial to the needs of the City of Orange Cove.

WHEREAS, the City Council of the City of Orange Cove has determined that due to unforeseen circumstances projected land sales of \$347,000 will not be received in FY 2022-23 and wishes to reduce projected General Fund revenues by \$347,000.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove that the FY 2022-23 General Fund Revenue Budget be reduced by the amount of \$347,000 for fiscal year 2022-23 and is hereby approved as shown in attachment A.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on March 22, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diane Guerra Silva, Mayor

ATTEST:

APPROVED AS TO FORM

June Bracamontes, City Clerk

Megan Dodd, City Attorney

CITY OF ORANGE COVE
 REQUEST FOR
BUDGET AMENDMENT NO. 1
 FY 2022-23

FUND: GENERAL FUND

DECREASE ACCOUNT NO.	DISCRIPTION	WHOLE DOLLARS
51-3445-005	SALE OF LAND REVENUE	\$ (347,000.00)

DECREASE ACCOUNT NO.	DISCRIPTION	WHOLE DOLLARS
51-2991	GENERAL FUND BALANCE	\$ 347,000.00

TOTAL :	\$0.00
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Explanation:

In the current fiscal year 2022-2023 adopted budget , there is a sale of land revenue budget of \$ 817,000.00.

Due to unforeseen circumstances, two of the land sales (Blossom and Universal Properties) will not take place resulting in a decrease of \$ 347,000 in General Fund Revenues . The net effect will reduce the projected general fund surplus balance from \$ 361,897 to \$ 14,894.

REQUEST BY: Rudy HernandezDATE: March 22, 2023APPROVED : 



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Megan Dodd, City Attorney
Subject: Approval of Employment Agreement for Interim City Manager
Attachments: Interim City Manager Employment Agreement

RECOMMENDATION:

Staff recommends that the Council approve the employment agreement for Interim City Manager, and that Daniel Parra serve as the Interim City Manager for the City of Orange Cove.

BACKGROUND:

The current City Manager's last effective date of employment with the City is April 9th. Mr. Daniel Parra has agreed to serve as the Interim City Manager for the City of Orange Cove for a total annual salary of \$130,000.

If Council were to approve the attached Employment Agreement, Daniel Parra could begin working for the City of Orange Cove as soon as the agreement is executed.

The City Attorney has reviewed the Employment Agreement and is satisfied with the contents of such agreement.

FISCAL IMPACT:

Mr. Parra's salary would be \$130,000 a year.

CONFLICT OF INTEREST:

None.

Prepared by: City Attorney _____

Approved by: Megan Dodd _____

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager Employment Agreement ("Agreement") is entered into on February 15, 2023, by and between the City of Orange Cove, a municipal corporation ("city"), and Daniel Parra ("Parra"), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

Parra desires to become the new Interim City Manager and City desires to appoint Parra as the new Interim City Manager, subject to the terms of this Agreement.

AGREEMENT

1. Employment. City will employ Parra as the Interim City Manager, effective March 2023, and Parra will be an at-will employee serving at the pleasure of the City Council subject to the terms and conditions set forth herein. Parra's employment with the City as Interim City Manager is at the mutual consent of both Parra and the City, and there are no express or implied agreements contrary to the foregoing. Parra shall be a full-time Interim City Manager during his employment with the City.

2. Term. This Agreement and Parra's employment as Interim City Manager shall continue until terminated by either party, with or without cause, in accordance with the provisions of this Agreement, or modified or amended by mutual written agreement of both parties.

3. Salary. Parra shall receive a salary of \$130,000 annually (\$10,833.33 monthly salary). Parra shall be entitled to cost of living adjustments as approved for all employee salary schedules of the City.

4. Performance Evaluations. Parra shall receive an annual performance evaluation, or more often as may be requested by the City Council or Parra.

5. Residency. Parra need not be a resident of the City of Orange Cove during his employment as Interim City Manager but shall reside within no more than an average one (1) hour driving distance to Orange Cove.

6. Duties and Professional Conduct. Parra shall have the powers and shall perform the functions and duties specified in applicable provisions of the Orange Cove Municipal Code and applicable City administrative rules and policies for the city manager. Parra shall also perform such additional duties as may be assigned by the City Council. Parra shall adhere to the professional standards of conduct as prescribed by the international; City/County Management Association (ICMA).

7. Automobile Allowance. Parra shall, at his expense, provide an automobile for use in carrying out his duties as Interim city manager. City shall provide Parra a monthly automobile allowance of Six Hundred (\$600) for Parra's use of a personal vehicle for City business. Parra shall be solely responsible for all expenses to use, maintain, operate, and insure the vehicles and automobiles used by Parra.

8. Health, Retirement, and Other Benefits. City shall provide Parra with the same health, dental, life and vision insurance coverage and benefits as are provided other executive management employees of the City, including the City paying the annual premium for a \$50,000.00 term life insurance policy covering Parra during his period of employment with the City as Interim City Manager. Parra shall have the sole discretion in designating any beneficiary(ies) under such life insurance policy.

9. Vacation, Sick Leave, and Administrative Leave. Upon commencement of employment with the City, Parra shall immediately begin accruing vacation leave at the same level as employees with ten (10) years of continuous employment with the City; such accrual rate being twenty (20) days per year. Such initial placement is for the limited purpose of determining Parra's vacation leave accrual rate only, and for no other purpose. Such annual accrual of vacation leave shall continue throughout Parra's employment, unless otherwise modified by the parties. Upon commencement of his employment, Parra shall receive the full allocation of vacation days (20) and 96 hours (12 days) of sick leave available to the City Manager. Except with respect to the initial placement for vacation leave accrual and the full allocation of annual sick leave, Parra shall be subject to applicable City ordinances, resolutions, rules and policies pertaining to accrual and use of such leaves by executive management employees and the City Manager as the same currently exist and may hereafter be modified.

10. Termination and Severance.

a. Termination Without Cause. Parra is an at-will employee serving at the pleasure of the Council. A majority of the City Council may terminate this Agreement at any time without cause by providing at least thirty (30) days written notice to Parra. In the event of termination without cause, Parra shall not be entitled to severance compensation.

b. Termination for Cause. The City may terminate this Agreement for cause immediately upon written notice to Parra. If Parra is terminated for cause, Parra shall not be entitled to the severance compensation under this Section.

11. Resignation Notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with Parra's right to resign from his employment with the City at any time. Parra agrees to give City at least forty-five (45) days written notice prior to the effective date of resignation and shall make reasonable efforts to give City at least sixty (60) days prior written notice. If Parra resigns voluntarily (without a request from the City Council to resign), Parra shall not be entitled to the severance compensation under Section 10 herein.

12. Professional Meetings. Parra is expected to attend appropriate professional meetings and conferences at local and state levels, including but not limited to the League of California Cities and ICMA, and to periodically report to the City Council regarding meetings attended. The annual budget for Parra's attendance at conferences and/or professional meetings shall be included in the City's annual budget.

13. Expense Reimbursement. City shall reimburse Parra for actual and necessary expenses incurred within the scope of employment in accordance with applicable City reimbursement schedules and policies. City shall pay for or reimburse Parra's actual and necessary travel and subsistence expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to adequately pursue official duties and other functions for the City, and to continue Parra's professional development as authorized by the City Council.

14. City Council/Manager Relations. In accordance with applicable law and Orange Cove Municipal Code provisions governing the City Council - Manager form of government, the City Council and each Council member shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any Council member shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council, and no individual Council member shall give any orders or instructions to the City Manager.

15. Indemnification. In accordance with Government Code section 825, et seq., City shall defend, hold harmless, and indemnify Parra against any claim or action against his arising out of an alleged act or omission occurring in the scope of his employment with City, and Parra shall reasonably cooperate in good faith in the defense. This provision is not intended to and shall not operate to expand the protections afforded to Parra or the City's obligations as provided in Government Code section 825 et seq., except that this Section shall operate as Parra's standing written request to the City for defense and indemnity as required by Government Code section 825 for any and all claims or action against his arising out of an alleged act or omission occurring in the scope of his employment with City whether such claim is submitted or action commenced during or after his employment with the City.

16. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

To City: Orange Cove City Council
c/o City Attorney
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

To Parra: Daniel Parra
Interim City Manager
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the U.S. Postal Service.

17. Bonding. City shall bear the full cost of any bond(s) or insurance required of Parra to perform his duties pursuant to this Agreement under any law or ordinance.

18. Dispute Resolution. Any disputes over the interpretation or application of this Agreement shall be submitted to mediation at least thirty (30) days prior to either party filing a claim with the City or any administrative agency or initiating litigation over the dispute. The parties shall mutually agree upon a mediator and share equally in the costs of the mediation. Either party may initiate mediation by providing written notice to the other party. Mediation shall thereafter be conducted at the soonest possible time. The parties shall in good faith cooperate in selecting the mediator and scheduling the mediation.

19. Supplemental Agreement. This Agreement is supplemental to the provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and City's salary schedule for the position of City Manager. The applicable provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and the City's salary schedule shall control over all aspects of the City Manager position not addressed by this Agreement.

20. General Provisions.

a. Governing Law and Venue. This Agreement and the rights and the obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, the venue shall be the state courts located in Fresno County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

c. No Assignment. Parra may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

CITY OF ORANGE COVE

INTERIM CITY MANAGER

By: _____
Diana Guerra Silva, Mayor

By: _____
Daniel T. Parra

APPROVED AS TO FORM

City Attorney