

ORDINANCE NO.	<u>2023-04</u>	FIRST READING	<u>January 9, 2023</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>JERRY CANTON</u>	THIRD READING	<u>WAIVED</u>

**ORDINANCE APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH FLOCK GROUP, INC., AUTHORIZING THE MAYOR AND FISCAL OFFICER OF THE VILLAGE OF SOUTH RUSSELL TO ENTER INTO THE ADDITIONAL SERVICES AGREEMENT WITH FLOCK GROUP, INC. AND DECLARING AN EMERGENCY.**

WHEREAS, by Ordinance No. 2022-04, the Village of South Russell and Flock Group, Inc. entered into the Government Agency Agreement for the purchase of Flock Services which include license plate detection services to be used by the Village of South Russell; and

WHEREAS, the Village of South Russell desires to enter into the Additional Services Agreement with Flock Group, Inc. ("Additional Services Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, for the purchase of additional services outlined therein.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:


**SECTION 1.** The Additional Services Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, is hereby approved upon the terms and conditions as expressed therein.

**SECTION 2.** The Mayor and the Fiscal Officer of the Village of South Russell are hereby authorized to enter into the Additional Services Agreement.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village of South Russell and for the further reason this Ordinance must be immediately effective to allow the implementation and use of the additional services provided by Flock Services, as described in the Additional Services Agreement; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this 9<sup>TH</sup> day of JANUARY, 2023.

  
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Mayor - President of Council

ATTEST:

Danulle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2023- 04 was duly enacted on the 9<sup>TH</sup> day of JANUARY 2023, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danulle Romanowski  
Fiscal Officer

**FLOCK GROUP INC.**  
**ADDITIONAL SERVICES AGREEMENT**

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

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

<b>Agency:</b> OH - South Russell PD <b>Legal Entity Name:</b>	<b>Contact Name:</b> Michael Rizzo
<b>Address:</b> 5205 Chillicothe Rd. South Russell, Ohio 44022	<b>Phone:</b> (440) 338-7843 <b>E-Mail:</b> policechief@southerussell.com
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
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Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to [billing@flocksafety.com](mailto:billing@flocksafety.com).**

**Professional Services and One-Time Purchases**

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	4.00	\$1,400.00

**Hardware and Software Products**

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	4.00	\$10,000.00

<b>Subtotal Year 1:</b>	\$11,400.00
<b>Subscription Term:</b>	24 Months
<b>Annual Recurring Total:</b>	\$10,000.00
<b>Estimated Sales Tax:</b>	\$0.00
<b>Total Contract Amount:</b>	\$21,400.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to 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.**

By: DocuSigned by:  
Mark Smith  
AC5C931454C24F3...  
Name: Mark Smith  
Title: General Counsel  
Date: 1/10/2023

**Agency: OH - South Russell PD**

By: SOUTH RUSSELL VILLAGE  
Name: William S. Koon  
Title: Mayor  
Date: 1-10-2023

**EXHIBIT A**

**This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.**