



COMMON COUNCIL MEETING AGENDA

Tuesday, December 19, 2023 - 7:00 PM

- A. Call to Order & Roll Call
 - B. Opening Prayer
 - C. Pledge of Allegiance
 - D. Approval of the December 5, 2023 Common Council minutes
 - E. Mayor's Report
 - F. Aldermanic Reports
 - G. Announcements
 - H. Citizen Commentary
 - I. Old Business
 - 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Review for a term to expire 5/1/2026 (formerly James Jaworowicz)
 - ii. One member to the Zoning Board of Appeals for a term to expire 5/1/26 (formerly John Rivera)
- J. New Business
 - 1. Appointments to various committees and commissions:
 - a. Mayor appointments, confirmed by Council:
 - i. One member to the Fire and Police Commission for a term to expire 5/1/2028.
 - 2. Resolution disallowing the claim of Old Republic Insurance Company/First Student regarding alleged damages relating to a motor vehicle accident on December 9, 2022. (Goergen)
 - 3. Resolution appointing Election Officials: Chief Inspectors, Election Inspectors and Special Voting Deputies for 2024-2025. (Goergen)
 - 4. Approve applications for 2023-2024 operator licenses (Goergen)
 - 5. Approve Site and Architectural Plans for proposed construction of a solar parking structure at International Brotherhood of Electrical Works Local 494, an existing business located at 3303 S. 103 St., submitted by Tom Wineke, d/b/a Westphal & Company and John Jacobs, d/b/a IBEW Local 494. (Tax Key No. 524-8986-024) (PC-12/12/23 Kastner)
 - 6. Discussion and decision regarding renewing the City's 2024 insurance policies (which include: liability, auto liability, worker's comp, crime, cyber liability, employment practices liability, equipment breakdown, pollution liability, property and storage tanks), and authorize the City Clerk and Mayor to sign related paperwork. (12/13/23 F&HR S. Saryan)

7. Discussion and decision to approve a contract for Blockchain transactions and wallets for tracking purposes in advanced investigations of Crypto currency and beyond (12/13/23 F&HR S. Saryan)
 8. Discussion and decision to approve 5- year agreement between Greenfield Police Department and Flock Safety for purposes of automated license plate recognition technology (12/13/23 F&HR S. Saryan)
 9. Decision to approve a resolution for the 2024 Non-Rep Resolution and Command Staff and organizational chart as required. (12/13/23 F&HR S. Saryan)
 10. Discussion and decision to change job title of Deputy Comptroller to Assistant Finance Director and revise job description (12/13/23 F&HR S. Saryan)
 11. Discussion and decision to change job title of P/T Public Health Associate/Farmers Market Manager to Farmers Market Coordinator and revise job description (12/13/23 F&HR S. Saryan)
 12. Discussion and decision to revise job title of Recreation Coordinator to Recreation Supervisor, Older Adult Programs, Special/Community Events, Farmers Market and Volunteer Coordinator and revise job description. (12/13/23 F&HR S. Saryan)
 13. Discussion and decision to create job description, set salary, recruit and hire Administrative Assistant, Human Resources/Fire Department (12/13/23 F&HR S. Saryan)
 14. Approval of schedules of disbursements in the amount of \$1,209,982.04. (12/13/23 F&HR S. Saryan)
 15. Approval of mileage reimbursements in the amount of \$997.58. (12/13/23 F&HR S. Saryan)
 16. Common Council to go into closed session pursuant to Wis. Stat. § 19.85(1)(e) for deliberating and/or negotiating the investment of public funds or conducting other specified business when competitive or bargaining reasons require a closed session, specifically: reviewing responses to Requests for Proposals to redevelop Spring Mall. (11/29/23 F&HR S. Saryan)
 17. Adjourn closed session and reconvene into open session.
 18. Discussion and possible action regarding reviewing responses and potential selection of a developer pertaining to Requests for Proposals to redevelop Spring Mall. (11/29/23 F&HR S. Saryan)
- K. Items for future agenda
- L. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. _____

A RESOLUTION DISALLOWING THE CLAIM OF OLD REPUBLIC INSURANCE
COMPANY / FIRST STUDENT REGARDING ALLEGED DAMAGES RELATING TO A
MOTOR VEHICLE ACCIDENT ON DECEMBER 9, 2022

WHEREAS, Gallagher Bassett Services, Inc. submitted a claim on behalf of Old Republic Insurance Company and First Student to the City of Greenfield on September 26, 2023; and

WHEREAS, the claimants alleged that, on or about December 9, 2022, the claimants incurred damages in the amount of \$8,604.46 due to a motor vehicle accident between a snow plow and a school bus; and

WHEREAS, the City's Attorney's Office has reviewed the facts and circumstances relating to the claim and recommends that the Common Council disallow the claim.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Greenfield, that the claim of Old Republic Insurance Company and First Student is disallowed.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to forward a copy of this disallowance to claimants and claimant's agent, and claimants are hereby advised that legal action to collect on this claim be commenced within six (6) months of the date of disallowance or be barred.

Approved:

Michael J. Neitzke, Mayor

Date Approved:

This is to certify that the foregoing Resolution was adopted by the Common Council of the City of Greenfield, Wisconsin, at a meeting held on the 19th day of December, 2023.

Jennifer Goergen, City Clerk



Committee: Common Council

Item Number:

Introduced By: Jennifer Goergen

Date Introduced: December 19, 2023

RELATING TO:

Resolution appointing Election Officials: Chief Inspectors, Election Inspectors, and Special Voting Deputies for 2024-2025.

SUMMARY: Wis. Stats. 7.30(4) provides that the two major political parties (generally, the Democratic and Republican parties) whose candidates for governor or president at the last general election received the largest number of votes at an individual polling place may submit a certified list of Election Inspector nominees to the municipal governing body by November 30 of each odd numbered year. The City Clerk received a list of names from each party; 28 names from the Republican Party and four names from the Democratic Party. All of the nominees, from both parties, are recommended for appointment and are included in the attached list of Election Officials for the 2024-2025 election cycle.

The letters with nominations for Election Inspectors submitted by the Democratic and Republican parties are attached, along with the resolution and list of election officials for appointment for the 2024-2025 election cycle.

ATTACHMENTS: KEY ISSUES ____ BACKGROUND ☒ RESOLUTION ☒ FISCAL NOTE ____
MOTION ____ OTHER ____

RESOLUTION NO. ____

RESOLUTION APPOINTING ELECTION OFFICIALS: CHIEF INSPECTORS, ELECTION
INSPECTORS AND SPECIAL VOTING DEPUTIES FOR 2024-2025

WHEREAS, Wis. Stats. 7.30(4) (a) requires the governing body to appoint election officials no later than the last regular meeting in December of each odd numbered year for the 2024-2025 election cycle; and

WHEREAS, Wis. Stats. 7.30(4) (b) states that the two dominant parties are each responsible for submitting a list of names from which all appointees to inspector positions shall be chosen as outlined within the statutes; and

WHEREAS, The City Clerk received four nominees for election inspectors from the Democratic Party of Milwaukee County, attached as Exhibit A; and

WHEREAS, the City Clerk received 28 nominees for election inspectors from the Republican Party of Milwaukee County, attached as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Greenfield confirms the list of election officials for the 2024-2025 election cycle, attached as Exhibit C.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of December, 2023.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

MEMORANDUM

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Meagan Wolfe
Administrator

Riley Willman
Elections Supervisor

DATE: October 3, 2023

SUBJECT: Appointment of Election Inspectors from Lists Submitted by Political Parties

Appointment of Election Inspectors

December 31, 2023, marks the end of the current term of Election Inspectors. Unless your current inspectors are reappointed by your governing body, they will no longer be Election Inspectors after the end of this year. At a meeting in December, not later than December 31, 2023, the municipal governing body shall appoint Election Inspectors for a two-year term which begins January 1, 2024, and ends December 31, 2025. Wis. Stats. §§ 7.30(4)(a), 7.30(6).

Submission of Inspector Nominee Lists by Political Parties

- No later than November 30, 2023, the two major political parties (generally, the Democratic and Republican parties) whose candidates for governor or president at the last general election received the largest number of votes at an *individual polling place* may submit a certified list of Election Inspector nominees to the municipal governing body. Wis. Stat. §7.30(4)(b), (c).
- Each party may submit names of nominees equal to at least the number of inspectors to which the party is entitled. The party must certify that each nominee has been contacted by the party and has agreed to serve. Wis. Stat. §7.30(4)(b).
- The position of Election Inspector is an appointed public office. Appointment to the position comes with the expectation that the Election Inspector intends to work every scheduled election conducted during their 2-year term and can be counted on to do so. A nominee who is not willing to make this commitment or expresses a desire to work only a specific election should not be appointed. Making

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Joseph J. Czarnecki | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

this commitment may require adjusting personal schedules to accommodate availability for each election.

- The party whose candidate received the largest number of votes *at each polling place* is entitled to one more inspector than the party whose candidate received the next largest number of votes at that polling place. Wis. Stat. § 7.30(2)(a).
- For inspector appointments made this December, the election used to determine the two dominant parties and which party is entitled to the extra poll worker at each polling place is the November 8, 2022 general election. Wis. Stat. § 7.30(2)(a).

Example:

- Five election inspectors are to be placed at a polling place. Tony Evers (Democratic) received the most votes at the polling place at the November 2022 election. Therefore, the Democratic Party is entitled to one more inspector than the Republican Party.
- The Democratic Party has three positions available and the Republican Party has two positions available.

Note: It is possible for the party whose candidate for governor received the most votes to differ between polling places in the same municipality.

Qualifications

In addition to being able to read and write the English language and being capable and of good understanding,

- Election Inspectors must be qualified electors of the county in which they serve. Wis. Stat. § 7.30(2)(a).
- Each party may establish additional criteria that a prospective nominee must meet in order to be included on the list submitted by the party. This may include a requirement to be a member of the party or to belong to an organization affiliated with the party.

Public Records Requests by Parties

The Democratic and Republican Parties are working to assemble and submit lists of Election Inspector nominees to as many municipalities as possible. You may receive a public records request from one or both parties asking you to provide the names of your current inspectors and their party affiliations.

- Your list of current inspectors is an open record and subject to the public records law. However, not all information regarding the inspector should be released. The inspector's name, address and party affiliation (if any) must be released in response to an open records request. Wis. Stat. § 19.36(11) directs that home email and home telephone numbers cannot be released unless authorized by the official. However, the "work" number or email of appointed officials would need to be released.

Municipal clerks are not required to collect contact information, but to the extent such information is collected, clerks should affirmatively address with their election inspectors what information should be considered their “work” contact information. “Home” contact information should not be used for communications concerning an inspector’s public role as an election official.

- Any current inspectors who were appointed from a party list in 2021 should have their party affiliation listed by their name.
- Current inspectors who were *not appointed from party lists* should be indicated by the word “unaffiliated” by their name.
- Providing a list of your current inspectors and their party affiliations (if their names were on a party list in December 2021), if any, may encourage the parties to nominate experienced inspectors.

No inspector on your list should be listed with a party affiliation unless that inspector was appointed from a party-submitted list. Do not insist that inspectors who were not nominated by a party disclose their political party leanings to you.

Delivery/Transmission of Lists

Wis. Stat. § 7.30(4), provides that the lists are to be submitted to the chief elected official (Mayor, Village President, Town Board Chairperson) or the municipal clerk. (In the City of Milwaukee, the lists are to be submitted to the City of Milwaukee Board of Election Commissioners.)

- We recommend that the lists be submitted to both the head of the governing body and the municipal clerk in order to facilitate this process. If the head of the governing body has not received the list, the clerk is required to immediately forward a copy of the list to the elected official. Wis. Stat. § 7.30(4)(b)2.a.,b
- Letters have been sent to the Democratic and Republican state parties reminding them of the local parties’ responsibility to submit lists of poll worker nominees. Copies of the letters accompany this correspondence.

The statutory deadline for submission of lists by the Parties is Thursday, November 30, 2023.

- Lists of inspector nominees may be submitted by mail or other delivery service, personal delivery or electronically (by fax or email) no later than close of business on the deadline. Wis. Stat. § 7.30(4)(c).
- If the list is submitted electronically, the list containing the original signature(s) of the appropriate party affiliate must follow, postmarked no later than the deadline. Wis. Adm. Code EL § 6.04.

Appointments Must be Made from the Lists

If Lists are Received from One or Both Parties

- When lists of Election Inspector nominees are submitted by one or both Parties, appointments must be made from the lists submitted by the Party for as long as Election Inspector positions are available. Wis. Stat. § 7.30(4)(c).
- Current inspectors may be reappointed if their name appears on a party list, the party list is insufficient, or no party list is received. A reserve pool of inspectors may be appointed by the governing body in the event of vacancies.
- If party lists have been timely received, positions must be filled from the lists until the names on those lists have been depleted.
- The lists may designate individuals as “first-choice” nominees, who must be appointed if they qualify and so long as positions are available. Wis. Stat. §7.30(4)(b)2.c.
- If the governing body has good cause not to appoint an individual whose name is submitted as a “first-choice” nominee, it may request the WEC authorize non-appointment, and may not decline to appoint such individual until receiving the WEC’s authorization. Wis. Stat. §7.30(4)(e).

If Lists are Received but are Insufficient

- If a Party’s list is insufficient to fill the positions available for that party’s nominees, the remaining positions may be filled without regard to party affiliation (unaffiliated inspectors). Wis. Stat. §7.30(4)(c).

Example:

Seven inspectors are to be placed at a polling place. Tim Michels (Republican) received the most votes at the polling place in November 2022. Therefore, the Republican Party is entitled to one more inspector than the Democratic Party.

- If sufficient lists from both parties are submitted, four names would be appointed from the Republican list and three names would be appointed from the Democratic list.
- If there are only *three* names on the Republican list and no Democratic list was submitted, the governing body appoints the three Republican names. The Mayor, Village President or Town Board Chairperson nominates other qualified individuals, regardless of party affiliation, and submits the names to the governing body for appointment to the remaining four “unaffiliated” positions.
- If the Democratic Party submitted a list with two names in addition to the Republican Party list containing three names, only two unaffiliated positions would be appointed.

If No Lists are Received

- If no lists are submitted, the Mayor, Village President or Town Board Chairperson nominates other qualified individuals, regardless of party affiliation, and submits the names to the governing body for appointment. All appointments are made without regard to party affiliation (unaffiliated).
- While qualified electors of the county may be nominated and appointed, qualified electors of the municipality are to be given preference when the governing body appoints without regard to party affiliation. Wis. Stat. §7.30(4)(c).
- Municipalities may require appointed individuals to comply with standard personnel policies and requirements, such as the submission of contact information and documents necessary to process compensation. If you are unsure whether such a requirement adds an impermissible qualification for nominated individuals, you may seek guidance from WEC staff.

Please refer to the Election Officials section of the Election Administration Manual for additional information. If you have questions, please contact the WEC Help Desk at (608) 261-2028, or elections@wi.gov. Thank you.

Guide to Political Party Submission of Election Inspector and MB-ABC Nominees

Key

MB-ABC=Municipal Board of Absentee Ballot Canvassers (Wis. Stat. § 7.52(1)(b))
AD=Aldermanic District
PP=Polling Place

Milwaukee County Cities and Villages -- Wis. Stat. § 7.30(4)(b), 1. & 2.b.

Variables	City of Milwaukee			Other Milwaukee Co. Cities			Milwaukee Co. Villages		
	City has Aldermanic District Committees		City does not have Aldermanic District Committees	City has Municipal Committee		Village has Municipal Committee	Village does not have Municipal Committee		
Officials	Inspectors	MB-ABC	Inspectors	MB-ABC	Inspectors	MB-ABC	Inspectors	MB-ABC	
Submitted by:	County Committee	County Committee	AD Committee for AD where PP is located	AD Committees Jointly	Chair of County or Legislative District Committee	Member of Village Committee	Chair of Co. or Leg. Dist. Committee	Member of Village Committee	Chair of Co. or Leg. Dist. Committee
Signed by:	County Party Chair		Appropriate Committee Member or Chair		Appropriate Village Committee Member		Appropriate Committee Member or Chair		
Submitted to:	Milw. City Election Comm.		Mayor or Mayor's Agent (Also municipal clerk)		Village President or Agent (Also municipal clerk)				

Municipalities Outside of Milwaukee County -- Wis. Stat. § 7.30(4)(b), 2.a.

Variables	City			Village			Town		
	Committees Organized into Sub-Divisions of City		Committees not Organized into Sub-Divisions of City	Chair of County or Legislative District Committee		Chair of County or Legislative District Committee	Chair of County or Legislative District Committee		
Officials	Inspectors	MB-ABC	Inspectors	MB-ABC	Inspectors	MB-ABC	Inspectors	MB-ABC	
Submitted by:	Chair of the City Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	Chair of County or Legislative District Committee	
Signed by:	Chair and Secretary of Submitting Committee		Chair and Secretary of Submitting Committee		Chair and Secretary of Submitting Committee		Chair and Secretary of Submitting Committee		
Submitted to:	Mayor or Mayor's Agent (Also, municipal clerk)		Mayor or Mayor's Agent (Also, municipal clerk)		Village President or President's Agent (Also, municipal clerk)		Town Board Chair or Chair's Agent (Also, municipal clerk)		

At its October 22, 2013 meeting the Government Accountability Board upheld the staff opinion that lists of election inspector nominees may be submitted to the Milwaukee City Election Commission by the chairs of the county political parties when the county party is not structured as provided in Wis. Stat. s. 8.17.

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

12/15/2023

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Bradley E Bingheim	3429 S 16th ST	Milwaukee, WI 53215
Christina Marie Elliott-Pipp	7453 Highview DR	Greendale, WI 53129
Ciarra Kathleen Murray	1675 E College AVE	South Milwaukee, WI 53172
Colleen Rita Cooper	3940 W Wanda AVE	Greenfield, WI 53221
Kailee Hana Phares	4524 W Morgan AVE	Greenfield, WI 53220
Serena Rae Luedke	2946 N 2nd ST	MILWAUKEE, WI 53212



Committee: Finance & Human Resources

Item Number:

Introduced By:

Date Introduced:

RELATING TO: Approve contract for Blockchain transactions and wallets for tracking purposes in advanced investigations of Crypto Currency and beyond.

SUMMARY:

The SaaS **Platform** is a proprietary *software-as-a-service* offering through which Merkle Science makes available various authentication, risk assessment, and other solutions related to Blockchain transactions and wallets to enable tracking of provenance and risk monitoring for cryptocurrency transactions.

In an increasingly digital world, our Criminal Investigations Bureau continues the path of excellence in investigations and requested this additional technology through a fully funded grant from the State of Wisconsin DOJ.

Such technology would allow detectives to investigate crimes involving Blockchain transactions such as Bitcoin, Ethereum, and Tether.

Additionally, this technology is also paramount while investigating child porn, defrauding victim scams, drug trafficking, and money laundering cases.

As you know, we are leaders in digital forensics and computer crime investigations and strive to stay ahead of the curve in our increasingly digital world of law enforcement.

Please consider our request.

2 Licenses for 4 years with a total cost of \$29,994 paid upfront upon receipt of grant funding.

MERKLE SCIENCE
MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”), dated as of 11/14/2023 (the “**Effective Date**”), governs all uses of the Product and the Services (each as defined below), provided by Merkle Science Americas, Inc. (“**Merkle Science**”), a company incorporated under the laws of Delaware with its registered office at 1209 Orange Street, Wilmington, Delaware, 19801 (Tax ID no. 87-2254166), by the undersigned individual or organization, [**Customer**] a *Wisconsin* Police Department located at 5300 W Layton Ave, Greenfield, WI 53220 using the Product and the Services (“**Customer**”).

This Agreement is the master agreement under which Merkle Science and Customer may enter one or more SOWs from time to time, each of which become binding on the Parties and are incorporated into this Agreement upon execution and together, shall collectively be referred to herein as the “**Agreement**”.

Each SOW may list the Products and/or the Services to be provided by Merkle Science, and the relevant specifications, fees and additional terms applicable thereto. The provisions of this Agreement and those of any SOW shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere herein or therein, any conflicts between the terms of this Agreement, those of any applicable SOW and any applicable Terms of Service and/or Privacy Policy of Merkle Science, shall be resolved by giving precedence in the following order: first, any mutually agreed terms in any applicable SOW; second, this Agreement; and third, the applicable Terms of Service and/or Privacy Policy of Merkle Science. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to these terms and conditions, in which case the term “**Customer**” shall refer to such entity and its Affiliates. If the individual accepting this Agreement does not have such authority or does not agree with these terms and conditions, such individual must not and legally does not accept this Agreement and may not use the Product or the Services.

1. Definitions

“**Affiliate**” means an organization that owns or controls, is owned or controlled by, or is under common ownership or control with another organization.

“**Application Programming Interface**” or “**API**” means the application programming interface through which the Customer can access and use the Products or the Services.

“**Authorized User**” means an individual who is authorized by Customer to access and use the Products or Services in accordance with this Agreement. Authorized Users may include employees of Customer as well as its Affiliates or third parties.

“**Customer Data**” means all electronic data, content and information (including personally identifiable information) owned, held, used, created or submitted by or on behalf of Customer through the Products and the Services or to Third-Party Tools or other products operated by Merkle Science for use in connection with the Products and the Services.

“**Customer Systems**” means any and all hardware, software or other systems that Customer owns, leases or controls.

“**Customer Materials**” means all information and materials provided by Customers to Merkle Science for use in connection with the Product and the Services, including, but not limited to, Customer Data.

“Documentation” means the user, functional and technical documentation relating to the Products or the Services provided to the Customer from time to time, and includes any update of the Documentation.

“Fees” means the fees set forth in Section 8.1 of this Agreement.

“Intellectual Property” means any and all registered and unregistered rights granted or applied for related to copyrights, patents, trademarks, trade secrets, and trade dress or other similar or equivalent intellectual property rights or forms.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace Partner” means a third-party organization that offers individuals or organizations the ability to use the Products and the Services.

“Merkle Science Content” means information created by Merkle Science and made available to Customer and Authorized Users through the Product and the Services, including the Documentation and information that Merkle Science will communicate to Customer during the Term through its software, by email and by other means of communication.

“Merkle Science Marks” means any and all trademarks, service marks, logos or other branding owned or controlled by Merkle Science relating to the Products, Services or Merkle Science. “Merkle Science Marks” does not include any Intellectual Property of any third party.

“Open-Source Software” means software developed by or made available for use by the open-source community, and may include including software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge.

“Personnel” means a party's employees, independent contractors, owners, officers, directors and consultants.

“Product” means the SaaS Platform, consisting of user interface(s), APIs, information technology solutions, systems and networks (including both software and hardware of Merkle Science and Third Parties), any applicable Documentation, and related Intellectual Property that runs on the SaaS Platform.

“SaaS Platform” means the proprietary Software-as-a-Service offering through which Merkle Science makes available various authentication, risk assessment, and other solutions related to Blockchain transactions, to enable tracking of provenance and risk monitoring for cryptocurrency transactions, as further detailed in the SOW (collectively and including any Updates thereto, the **“Platform Features”**).

“Services” means the services made available by Merkle Science and ordered by Customer under an applicable SOW. Services include any information that Merkle Science may communicate to Customer through the Services, by email and by other means of communication, and including all trademarks, service marks, logos or other branding owned or controlled by Merkle Science relating to the Services or Merkle Science.

“SOW” means any Statement of Work agreed to by the Customer under this which specifies Products and Services to be provided to Customer by Merkle Science in the form attached hereto as Exhibit A.

“Third-Party Materials” means information, content or other material that is created by, provided by or originating in Third-Party Tools.

“Third-Party Tools” means unmodified software or services provided by third parties and which is provided to Customer as part of or in connection with the Products and Services. Third-Party Tools include Open-Source Software as well as proprietary software made available by third parties.

2. Products and Services.

2.1 Products. Products are a suite of software developed and offered by Merkle Science, consisting of the SaaS Platform, and incorporating Third-Party Tools. The SaaS Platform runs the Platform Features and is delivered to Customer and Authorized Users in the form of Software-as-a-Service that does not require or allow download on Customer Systems and is accessed by visiting Merkle Science’s website, www.merklescience.com. The SaaS Platform will be hosted on a server under the control or direction of Merkle Science. For each Authorized User that Customer wishes to authorize to use the SaaS Platform, Customer will provide Merkle Science with an email address and Merkle Science will send an email to that address providing the Authorized User with onboarding and setup instructions.

2.2 Services. Subject to the terms and conditions of this Agreement, Merkle Science will use commercially reasonable efforts to provide Customer with the Services set forth in an applicable SOW entered into between the Parties, including the development or provision of any Deliverables (as defined below). Merkle Science does not guarantee any estimates, including delivery dates. Merkle Science shall notify Customer (in an email or otherwise), as soon as practicable, if any estimate will be exceeded. **“Deliverable”** means any deliverables, code, software, databases, content, information, plans, schematics, data, materials and other work product developed by Merkle Science for Customer as specified, and expressly and specifically labeled as a “Deliverable,” in an applicable SOW.

Merkle Science will be responsible for the performance of its personnel and such individuals’ compliance with Merkle Science’s obligations under this Agreement, except as otherwise specified herein. Merkle Science may sub-contract the performance of any Services to any contractor, provided that Merkle Science will remain the contracting party under this Agreement. Customer acknowledges that Merkle Science’s personnel performing the Services will provide similar services from time to time to other parties, and this Agreement shall not prevent Merkle Science from providing such similar services to other parties, or in any way restrict Merkle Science in the use of its personnel.

3. Intellectual Property, Access and Use.

3.1 Access. Subject to and conditioned on Customer’s compliance with this Agreement, including its payment provisions, Merkle Science hereby grants the Customer a limited, non-exclusive, non-transferable, worldwide, royalty-free, revocable license during the Term to access the SaaS Platform and solely for the Permitted Use consistent with the Documentation

3.2 Permitted Use. **“Permitted Use”** means (a) accessing copying, performing, displaying, modifying, distributing and transmitting the Merkle Science Content for use internal to the Customer and Authorized Users only and (b) using and displaying the Merkle Science Marks in the manner dictated by the Products. The Permitted Use includes the right and license to print physical copies of Merkle Science Content for use solely by Customer’s Authorized Users. The Permitted Use excludes the conduct set forth in Section 3.3 (**“Use Restrictions”**). Without limitation by enumeration, Permitted Use includes the use of Merkle Science Content in court proceedings, which may include, but is not limited to, criminal cases, ordinance violation cases, and asset forfeiture cases. Customer’s Permitted Use of any Merkle Science Content in any legal proceeding shall survive termination of this Agreement.

3.3 Use Restrictions. Customer and its Authorized Users shall use the Products and Services consistent with this Agreement, the Documentation and applicable laws, and will use commercially reasonable efforts to prevent unauthorized access to or use of the Products and Services and will notify Merkle Science promptly of any such unauthorized access or use. Customer will not at any time during or after the Term, directly or indirectly: (a) sell, resell, license, sublicense, distribute, rent or lease any part of the Products and Services, or disclose any of them to any third parties without compensation; (b) use the Products and Services to store, use or transmit material in violation of third-party privacy or Intellectual Property rights; (c) use the Products and Services to store or transmit code, files, scripts, agents or programs intended to do harm, including any Malicious Code, for example, viruses, worms, time bombs and Trojan horses, or disable, impair or conduct penetration tests or scans of any hardware, software or other systems that Merkle Science owns, leases or controls; (d) interfere with or disrupt any aspect of the Products and Services' integrity or performance; (e) gain unauthorized access to the Products and Services; (f) access or use any Merkle Science Intellectual Property except as this Agreement allows; (g) modify, copy, or create derivative works based on the Products and Services or any part of either of them; (h) frame or mirror any part of the Products and Services, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation; (i) remove or modify any attributions, proprietary marks or notices that Merkle Science may include in the Products and Services, including any attributions, property marks or notices relating to Third-Party Tools or to Merkle Science; (j) use the Products and Services in a way not expressly authorized by this Agreement; or (k) disassemble, reverse engineer, or decompile any part of the Products and Services to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Products and Services, (3) copy any ideas, features, functions or graphics of the Products and Services or (4) determine whether the Products and Services are within the scope of any patent.

3.4 Documentation License. Subject to this Agreement, Merkle Science hereby grants to Customer and each Authorized User a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with their use of the Products and Services.

3.5 Suspension. Merkle Science may temporarily suspend Customer's and any Authorized User's access to any part or all of the Products or access to Services: (i) if Merkle Science reasonably believes that (A) there is a potential or actual threat or attack on any of the Products; (B) Customer's or any Authorized User's use of the Products or Services disrupts or poses a security risk to the Products or Services or to any other customer or vendor of Merkle Science; (C) Customer or any Authorized User may use or does use the Products or Services for fraudulent or illegal activities; (D) Customer becomes the subject of any bankruptcy, liquidation, dissolution, or similar proceeding; (E) actual or suspected violation of Terms of Service and/or Privacy Policy of Merkle Science; or (F) Merkle Science' provision of the Products or Services to Customer or any Authorized User is or becomes prohibited by applicable law; (ii) if any vendor of Merkle Science has suspended or terminated Merkle Science' access to or use of any Third-Party Tools required to enable Customer to access the Products or Services; (iii) on receipt of a court order or law enforcement request directing such suspension; or (iv) if Customer is in default of any payment obligation to Merkle Science under this Agreement for 30 or more days (any such suspension described in subclause (i), (ii), (iii) or (iv), a "**Suspension**"). Merkle Science will use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access to the Products or the Services following any Suspension. Merkle Science shall use commercially reasonable efforts to resume providing access to the Products and Services as soon as reasonably possible after the event giving rise to the Suspension is cured. Merkle Science will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Suspension.

3.6 Modification and Discontinuance. Merkle Science may modify or update the Products, Services and/or Merkle Science Content at any time during the Term, with or without prior notice to Customer, and Merkle Science will not be liable to Customer or to any third party for any such modification. It may be necessary for Merkle Science to perform repairs or maintenance or remotely patch or upgrade the Products or Services, which may temporarily degrade the quality of the Products, Services or the Merkle Science Content or result in a partial or complete outage of the Products, Services or the Merkle Science Content. Merkle Science may also discontinue the inclusion of some or all Third-Party Tools in the Products or Services to the extent that their respective owners or publishers discontinue them or stop making them available to Merkle Science.

3.7 Feedback. Merkle Science may allow Customer to provide Merkle Science with comments or suggestions about Merkle Science or the Products or Services (“**Feedback**”). Customer hereby grants Merkle Science a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to copy and store any Feedback and use it to develop new products, improve or modify the Products, Services or as Merkle Science may otherwise deem appropriate.

3.8 Reservation. All right, title, and interest in the Intellectual Property embodied in the Products, Services, the Merkle Science Content and the Merkle Science Marks are and shall remain solely the property Merkle Science or, in the case of Third-Party Tools, to the owner or licensor of such Intellectual Property. Any and all Intellectual Property rights in Third-Party Materials belong to their respective owners. Customer will have no rights in the Products except as this Agreement expressly grants. This Agreement provides Customer, and its Authorized Users, with no licenses, ownership or rights other than those expressly provided herein.

3.9 Publicity. Merkle Science may use the Customer’s trademarks or logos in its sole discretion to indicate that Customer is a customer on the SaaS Platform and in its marketing materials. Any attribution will be consistent with the Customer’s style guidelines or requirements as communicated in advance to Merkle Science. The parties may agree in writing to marketing efforts, including case studies and events.

4. Merkle Science's Responsibilities

4.1 Availability of the SaaS Platform. During the Term, Merkle Science will use commercially reasonable efforts to make the Products and the Services available to the Customers and Authorized Users, except for: (a) planned downtime (of which Merkle Science will give advance electronic notice), (b) downtime resulting from downtime of Merkle Science’s hosting provider or of any other providers of Third-Party tools; and (c) force majeure events defined in this Agreement.

4.2 Safeguards. Merkle Science will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

4.3 Customer Service. Merkle Science will assign a Customer Success Manager to act as a point contact with the Customer. The Customer Success Manager will facilitate coordination of Merkle Science's obligations hereunder.

4.4 Updates. Merkle Science may from time to time in its sole discretion develop and provide updates to the Products or the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related Documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Customer agrees that Merkle

Science has no obligation to provide any Updates, to fix bugs or to continue to provide or enable any particular features or functionality.

5. Customer's Responsibilities

5.1 Customer's Responsibilities. During the Term, Customer will (a) use the Products and the Services consistent with this Agreement, with the Documentation and with applicable laws and will ensure that Authorized Users do the same in its sole responsibility, (b) ensure the accuracy of Customer Data, (c) ensure that Customer's provision of Customer Data to Merkle Science does not violate any third party's privacy or data protection rights or applicable laws, (d) use best efforts to ensure that each Authorized User's provision of Customer Data to Merkle Science does not violate any third party's privacy or data protection rights or other applicable laws, (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Products or the Services by third parties and notify Merkle Science promptly of any such unauthorized access or use of which Customer becomes aware, and (f) comply with any terms of service or similar agreements used by any Third-Party Tools that Customer may use in connection with the Products and the Services.

5.2 Non-Solicitation. During the Term, and for eighteen months thereafter, Customer will not directly or indirectly solicit the employees or contractors of Merkle Science without Merkle Science's prior written consent. The foregoing will not prevent a party from (a) conducting general, public recruitment efforts not specifically directed at Merkle Science or its employees or contractors, or (b) employing any person who contacts a party on his or her own initiative without any direct or indirect solicitation by or encouragement from Merkle Science (or who contacts Customer in response solely to the recruitment efforts specified in clause (a)).

6. Customer Data.

6.1 Access to Customer Data. The Customer agrees and acknowledges that (a) Merkle Science may require access to the Customer Data to exercise its rights and perform its obligations under the Agreement and (b) to the extent that this is necessary but subject to confidentiality provisions under this Agreement, Merkle Science may authorize a member or members of its personnel to access the Customer Data for this purpose or use hardware or software owned or controlled by Third Parties to provide the Products and Services to the Customer. The Customer shall arrange all consents and approvals that are necessary for Merkle Science to access the Customer Data as described in Section 6.

6.2 Access to Analytical Data. The Customer agrees and acknowledges and agrees that Merkle Science may collect, compile and use Customer Data and information about the Customer's and the Authorized Users' use of the Products and Services to generate anonymized and aggregated statistical and analytical data (including to compile statistical and performance information related to the provision and operation of the Products and the Services) ("**Analytical Data**"), use such Analytical Data for Merkle Science's internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and supply Analytical Data to third parties; Merkle Science's rights under this Section 6.2 will survive termination or expiration of the Agreement. The title to, and all intellectual property rights in, Analytical Data is and remains Merkle Science's property following the termination and expiration of the Agreement. Merkle Science may make Analytical Data publicly available for marketing and/or sales purposes and Merkle Science may use Customer Data that is input into the Products or Services to compile Analytical Data.

6.4 Backups of Data. While Merkle Science will take standard industry measures to back up all Customer Data stored using the Products, the Customer agrees to keep a separate back-up copy of all Customer Data uploaded by it onto the SaaS Platform.

6.6 Indemnity. In addition to the indemnification obligations in Section 12, the Customer agrees that it shall indemnify Merkle Science and all of its Personnel against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by Merkle Science's counsel) and loss of any kind arising from any actual or alleged claim by a third party that any Customer Data infringes the rights of that third party (including intellectual property rights and privacy rights) or that the Customer Data is, incorrect or misleading, or Customer's or Authorized User's provision of and rights granted to Merkle Science in Customer Data violate applicable law.

7. Term and Termination.

7.1 Term. The Term of this Agreement begins on the Effective Date and terminates three (3) years later (the "**Initial Term**") unless terminated earlier or extended pursuant to the terms of this Agreement. Unless otherwise agreed to in any SOW, this Agreement will automatically renew for successive one-year periods ("**Renewal Terms**") after the Initial Term's end unless one party provides notice to the other party within the final 30 days of the Initial Term or any Renewal Term that such party would like to terminate this Agreement. The "**Term**" means the Initial Term and all Renewal Terms together.

7.2 Termination. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party (a) materially breaches any of the terms or conditions of this Agreement or engages in any illegal or fraudulent activity (b) is unable to perform its material obligations under this Agreement for thirty (30) days as a result of force majeure set forth in Section 13.6 hereunder. Customers will pay in full for Products or Services provided up to and including the last day on which the Products or the Services are provided for. In the event the Customer terminates this Agreement other than pursuant to the terms set forth in this Section 7.2, the Customer shall be required to promptly pay at once for the full remainder owed through either the Initial Term or Renewal Term, as applicable. Upon any termination, the Customer agrees to remove any use of the Products or the Services. Unless otherwise deleted by the Customer via the Product Features, Merkle Science will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Merkle Science may, but is not obligated to, delete stored Customer Data. As set forth in Section 6.2, Merkle Science will own all intellectual property rights and title to Analytical Data following the termination or expiration of this Agreement. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, indemnification obligations, warranty disclaimers, and limitations of liability. Any termination of this Agreement will also contemporaneously terminate all licenses and access authorizations that it grants except those in Sections 3.7 (Feedback) and 6.2 (Access to Analytical Data). Upon the termination or expiration of this Agreement pursuant to Sections 7.1 or 7.2, the Customer must pay all accrued fees provided prior to such termination or expiration.

8 Fees and Payment.

8.1. Fees. In consideration of Customer's access to, and use of, the Products, the provision by Merkle Science of the Services, and Merkle Science's other undertakings under this Agreement, Customer will pay Merkle Science all fees set forth in any SOW (including any applicable sales tax invoices incurred by Merkle Science) entered into under this Agreement hereto at the times set forth in such SOW. To the extent that SOW does not include payment times, the Customer must pay the incurred fees by the 15th of the month following the date of invoice. No fees are refundable once paid by Customer except this

Agreement may expressly provide. If Customer fails to make a fee payment when due, Merkle Science may charge interest on the past due amount at 2.0% per month calculated daily and compounded monthly or, if lower, the highest rate allowed by law. If any amount owing by Customer under this or any other agreement for Merkle Science services is not received by Merkle Science within five (5) days after the applicable invoice date or due date set forth in a SOW, Merkle Science may, without limiting Merkle Science's other remedies, suspend the Services until such amounts are paid in full.

8.2 Expenses. Customer will be liable to Merkle Science for expenses incurred by Merkle Science in connection with this Agreement only to the extent the SOW expressly authorizes such expenses.

8.3 Taxes. Each party will be responsible for its own taxes properly levied on it by virtue of its undertakings hereunder.

8.4 Future Functionality. Customer agrees that Customer's purchases and entry into this Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Merkle Science regarding future functionality or features.

9. Representations and Warranties

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement.

9.2 Customer's Further Representations and Warranties. Customer represents and warrants that (a) Customer will comply fully with any Terms of Use or similar agreements that apply to Third-Party Tools that Merkle Science adopts and/or includes in its products and/or platforms as a "global update" across all similar Merkle Science products, services and/or platforms, and (b) at all times during the Term, Customer will have in effect appropriate types and levels of insurance covering Customer for losses, damages or expenses arising out of a cybersecurity event, incident or breach. The Customer agrees and represents that it is acquiring the Products and Services, and entering this Agreement, for the purposes of trade, and that (a) to the maximum extent permissible by law, applicable consumer protection legislation does not apply to the supply of the Products, Services or the Agreement and (b) it is fair and reasonable that the parties are bound by this Section 9.2.

10. Disclaimers.

The Products and the Services are provided "as is" without warranty of any kind. Merkle Science disclaims all warranties to Customer and to all Authorized Users and to any third party, whether express, implied or statutory, regarding the Products or the Services, including without limitation any implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, non-infringement of third-party rights and any warranties or conditions arising out of course of dealing or usage of trade. Merkle Science also disclaims any warranty that the Products or the Services will be uninterrupted, error-free, virus-free, or secure and that Customer's use of the or the Services will produce any particular business result or protect Customer Systems will be protected from attack.

Merkle Science does not provide any warranties regarding any Third-Party Tools. Any warranty on Third-Party Tools will only be provided by their respective providers. Customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of Merkle Science's gross negligence or willful misconduct.

The Third-Party Tools may vary during the Term if Merkle Science from time to time chooses to remove individual Third-Party Tools from the Products, the Services or if suppliers of Third-Party Tools

discontinue them, discontinue Merkle Science's access to them or make them available to Merkle Science on terms that Merkle Science deems commercially impracticable. Accordingly, Merkle Science does not warrant or guarantee that any or all Third-Party Tools accessible via the Products or the Services at the time of execution of this Agreement will remain accessible to Customer throughout the Term.

The disclaimers in this section apply to the greatest extent permitted by applicable law and notwithstanding anything else in this Agreement or any exhibits hereunder.

11. Limitation of Liability.

Except with respect to either party's confidentiality or indemnification obligations hereunder or damages arising from either party's violation of the other party's Intellectual Property rights, (a) neither party will be liable to the other party or to any third party for any incidental, indirect, punitive, special or consequential damages relating to this Agreement and (b) Merkle Science's aggregate liability for any and all claims relating to or arising from this Agreement under any theory will not exceed the total fees (if any) paid by Customer to Merkle Science solely for access to and use of the Products and the Services. Merkle Science will have no liability to any third party for any losses or damages under any theory of liability. The limitations in this Section 11 will apply to all claims for damages, whether based in contract, warranty, strict liability, negligence, tort, or otherwise, and regardless of the person bringing the claim. This Section 11 ("Limitation of Liability") is intended to be as inclusive as applicable law permits. Customer's agreement to this Agreement confirms that Customer has read this Section 11, fully understands it, has had the opportunity to discuss it with legal counsel of Customer's choice, understands that through it Customer is giving up substantial rights, and intends to completely and unconditionally release liability to the greatest extent allowed by law.

12. Indemnification.

Customer will indemnify Merkle Science and Merkle Science's officers, employees, directors, agents, independent contractors, licensors and suppliers ("**Merkle Science Indemnitees**") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") incurred by such Merkle Science Indemnatee resulting from any action by a third party to the extent such Losses arise out of or result from, or are alleged to arise out of or result from (A) any actions that Customer, or an Authorized User, takes or fails to take in connection with the use of the Products or the Services, (B) Customer Data, including any processing of Customer Data by or on behalf of Merkle Science in accordance with this Agreement; (C) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User; (D) any allegation of facts that, if and to the extent proven to be true, constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (E) Customer or any Authorized User's violation of applicable law; (F) Customer or any Authorized User's violation of Terms of Services and/or Privacy Practice of Merkle Science; or (G) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement. Customer shall not be required to indemnify Merkle Science for any Losses that directly arise out of or result from Merkle Science's own negligence, recklessness or willful misconduct. Nothing herein shall be deemed to be a waiver of any defense or immunity otherwise available to Customer.

Customer will promptly notify Merkle Science in writing of any action, threat of suit or claim for arbitration that Customer receives that may qualify for an indemnification provided herein. In such a case, the parties

will confer in good faith regarding the appropriate course of conduct, and the indemnifying party will have sole discretion regarding the disposition and any settlement of the matter.

13. General

13.1 Reservation of Rights. Nothing in this Agreement will preclude or limit Merkle Science's rights to market, make available or license any product or services that Merkle Science now offers or may in the future offer. The section shall be subject to the provisions as included in this agreement including, but not limited to provisions regarding protection of Confidential Information.

13.2 Nature of Relationship. Each party will act as an independent contractor with respect to this Agreement. This Agreement creates no agency, partnership, joint venture, other joint relationship or fiduciary relationship. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

13.3 Confidentiality. This paragraph applies to any Confidential Information received by Customer and Authorized Users or Merkle Science (the "**Recipient**") from the other party (the "**Discloser**") in connection with this Agreement. A Recipient will use such Confidential Information solely to perform its duties under this Agreement and will disclose it only to the Recipient's Personnel who are bound by obligations of confidentiality at least as strict as those contained in this Agreement. "**Confidential Information**" means information designated by the Discloser as "confidential" or "proprietary" or which a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information includes, without limitation, information relating to the business, operations, ideas, inventions, strategies and finances of a party or its customers. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the Recipient; (ii) is in the Recipient's possession before receipt from the Discloser; (iii) is acquired by the Recipient from a third party without breach of a confidentiality obligation; or (iv) is independently developed by Recipient without reference to the Discloser's Confidential Information. Money damages will not be an adequate remedy if this section is breached and, therefore, either party may, in addition to any other remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety. Merkle Science acknowledges that Customer is a public agency and, therefore, subject to open records laws. To the extent any Disclosure is mandated by law, no such Disclosure shall constitute a breach of the requirements of this Paragraph.

13.4 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement except as this Agreement may expressly provide.

13.5 Assignment. Customer party may not assign, transfer, subcontract, or transfer this agreement with the prior written consent of Merkle Science (which such consent must not be unreasonably withheld), except no such consent shall be required for an assignment in connection with a sale of all or substantially all of Customer's assets or equity.

13.6 Force Majeure. Neither party will be held liable for failure to perform any obligation or delay in performance resulting from or contributing to any cause beyond that party's reasonable control, including without limitation any act of God, act of civil or military authority, act of war or terrorism, act or order (including delay, failure to act, or priority) of any governmental authority, power outages, civil disturbance, insurrection or riot, sabotage, fire, severe weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, outbreak of a pandemic, virus or other public health crisis, embargo, delay in transportation or embargoes. The affected party's obligations will be suspended solely to the extent

caused by the force majeure and so long as it lasts, and the time for performance of the affected obligation will be extended by the time of the delay that the force majeure causes.

13.7 Export Regulations. Customer warrants that it will comply in all respects with any export and re-export restrictions imposed by any U.S. or foreign law to the Products or the Services. Each party represents that it is not named on any U.S. government denied-party list.

13.8 Agreement Binding on Successors. This Agreement will bind and inure to the benefit of the parties and their heirs, administrators, successors, and permitted assigns.

13.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.10 Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

13.11 Entire Agreement. This Agreement, and any SOW entered into hereunder by the parties, represent the entire understanding of the parties and supersedes all prior agreements between them concerning its subject matter. Any amendment must be in writing and expressly state that it is amending this Agreement.

13.12 Governing Law. The laws of the State of New York, except for conflict-of-law rules, will apply to any dispute related to the Products, the Services and to this Agreement.

13.13 Dispute Resolution and Time Limitation. Any unresolved dispute or controversy arising from or relating to this Agreement shall be finally resolved by binding alternative dispute resolution through the platform provided by New Era ADR, Inc. (<https://neweraadr.com/>) (the “New Era Platform”) in accordance with its rules and procedures for “Virtual Mediations with Binding Resolution” by a professional neutral(s) with substantial experience in resolving commercial disputes (a “Neutral”). The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform. The parties will bear costs as provided for under this Agreement or, if silent, in accordance with the rules and procedures of the New Era Platform. The prevailing party may be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees and all other expenses) incurred in connection therewith, at the Neutral’s discretion. . Customer will bring any claim, action or proceeding that Customer may have against Merkle Science (or against any of Merkle Science’ Personnel, directors or officers) within one year after the cause of action has accrued or within one year after the termination of this Agreement, whichever is earlier.

13.14 Notices. Notices to the parties under this Agreement are accepted only when sent to the parties as follows:

To Merkle Science: by email to legal@merkle-science.com

To Customer: to the contact information set forth in any relevant SOW.

13.15 Survival

The following sections of this Agreement will survive their termination: sections 3 (intellectual property, access and use); 6 (customer data); 10 (disclaimers); 11 (limitation of liability); 12 (indemnification); 13.1 (reservation of rights); 13.3 (confidentiality); 13.5 (assignment); 13.7 (export regulations); 13.8 (successors); 13.10 (entire agreement); 13.12 (governing law); 13.13 (dispute resolution and time limitation).

THE PARTIES BY THEIR DULY AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

MERKLE SCIENCE AMERICAS, INC	Greenfield WI Police Department
<i>Signature</i>	<i>Signature</i>
<i>Name Mriganka Pattnaik</i>	<i>Name Jay Johnson</i>
<i>Date</i>	<i>Date</i>

Exhibit A

STATEMENT OF WORK

SaaS Platform

The SaaS **Platform** is a proprietary software-as-a-service offering through which Merkle Science makes available various authentication, risk assessment, and other solutions related to Blockchain transactions and wallets, to enable tracking of provenance and risk monitoring for cryptocurrency transactions.

LEA Details

Customer name: Greenfield WI Police Department

Address: 5300 W Layton Ave, Greenfield, WI 53220

Email: Jay.Johnson@gfpd.org

Billing Details

Address: XXXXXXXX

Name & Title: XXXXXXXX

Email: XXXXXXXX

Fees and Payment Structure

Merkle Science Tracker Access

2 Licenses for 4 years with a total cost of \$29,994 paid upfront upon receipt of grant funding

Grant Funding Contingency Clause:

This Agreement is contingent upon the successful receipt of grant funding by Customer. Customer acknowledges that the payment for the services/products specified in this Agreement will be made using grant money, which is anticipated to be received by the end of January 5th 2024, but which may occur later. In the event that Customer does not receive the expected grant funding by the specified date, Customer shall have the option to terminate this Agreement without incurring any penalties or obligations. To effectuate this Agreement, Customer must provide written notice of receipt of grant funding to Merkle Science.

This Agreement is also subject to the approval of the City of Greenfield Common Council ("Council"). If the Council does not approve this Agreement within 30 days of the date of this Agreement, either party may terminate this Agreement by written notice to the other party.



Committee: Finance & Human Resources

Item Number:

Introduced By:

Date Introduced:

RELATING TO:

FLOCK Safety Camera Contract

SUMMARY:

The Police Department had monies added to the operating budget for the addition of FLOCK Safety Cambers to be used within the City. The monies covered the contract term of five (5) years and was approved. This item is the agreement for the hardware, software and services from FLOCK with the Greenfield Police Department.

Flock Safety + WI - Greenfield PD

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

MAIN CONTACT:
Alex Graber
alex.graber@flocksafety.com
414-881-9494

flock safety



EXHIBIT A
ORDER FORM

Customer: WI - Greenfield PD
Legal Entity Name: WI - Greenfield PD
Accounts Payable Email: chief@gfcpd.org
Address: 5300 W Layton Ave Milwaukee, Wisconsin 53220

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$55,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	21	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	9	\$1,350.00
Subtotal Year 1:			\$56,350.00
Annual Recurring Subtotal:			\$55,000.00
Discounts:			\$57,500.00
Estimated Tax:			\$0.00
Contract Total:			\$276,350.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$56,350.00
Annual Recurring after Year 1	\$55,000.00
Contract Total	\$276,350.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$52,500.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items		Product Description	Terms
Flock Safety Falcon ®		An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees		Service Description	
Installation on existing infrastructure		One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee		One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee		One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

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

FLOCK GROUP, INC.

Customer: WI - Greenfield PD

By: _____
Name: Mark Smith
Title: _____
Date: _____

By: _____
Name: Jay Johnson
Title: Chief
Date: _____
PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 05 day of December 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

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

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

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

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

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

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

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

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

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

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

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

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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

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

1.11 “**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.

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

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**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.

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

2. SERVICES AND SUPPORT

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

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

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

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

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if 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 Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

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

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

3. CUSTOMER OBLIGATIONS

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

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

4. DATA USE AND LICENSING

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

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

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

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

6. PAYMENT OF FEES

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

6.2 Notice of Changes to Fees. 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).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

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

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

7. TERM AND TERMINATION

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

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

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

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

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

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

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

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

9. LIMITATION OF LIABILITY; INDEMNITY

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

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

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

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

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

11. MISCELLANEOUS

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

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

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

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

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

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

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

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

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

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

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

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

FLOCK NOTICES ADDRESS:

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

Customer NOTICES ADDRESS:

ADDRESS: _____
ATTN: _____
EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

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

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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

Customer Implementation Guide

Law Enforcement



flock safety

Table of Contents

Implementation Timeline 2

Flock Safety Team 3

Implementation Service briefs: Existing Infrastructure 6

vs Standard vs Advanced

- Existing Infrastructure Implementation
- Standard Implementation
- Advanced Implementation

Things to Consider When Selecting Locations 12

Customer Responsibilities: AC-Powered Cams 14

Electrician Handout 15

- Electrician Installation Steps
- FAQs about AC-Powered Flock Cameras

Installation Service Brief Summary 18

Permitting: Pre-Install Questionnaire 19

- 1. Timeline
- 2. Right of Way
- 3. AC Power vs. Solar
- 4. Traffic Control & Installation Methods
- 5. Paperwork & Required Forms
- 6. Contacts

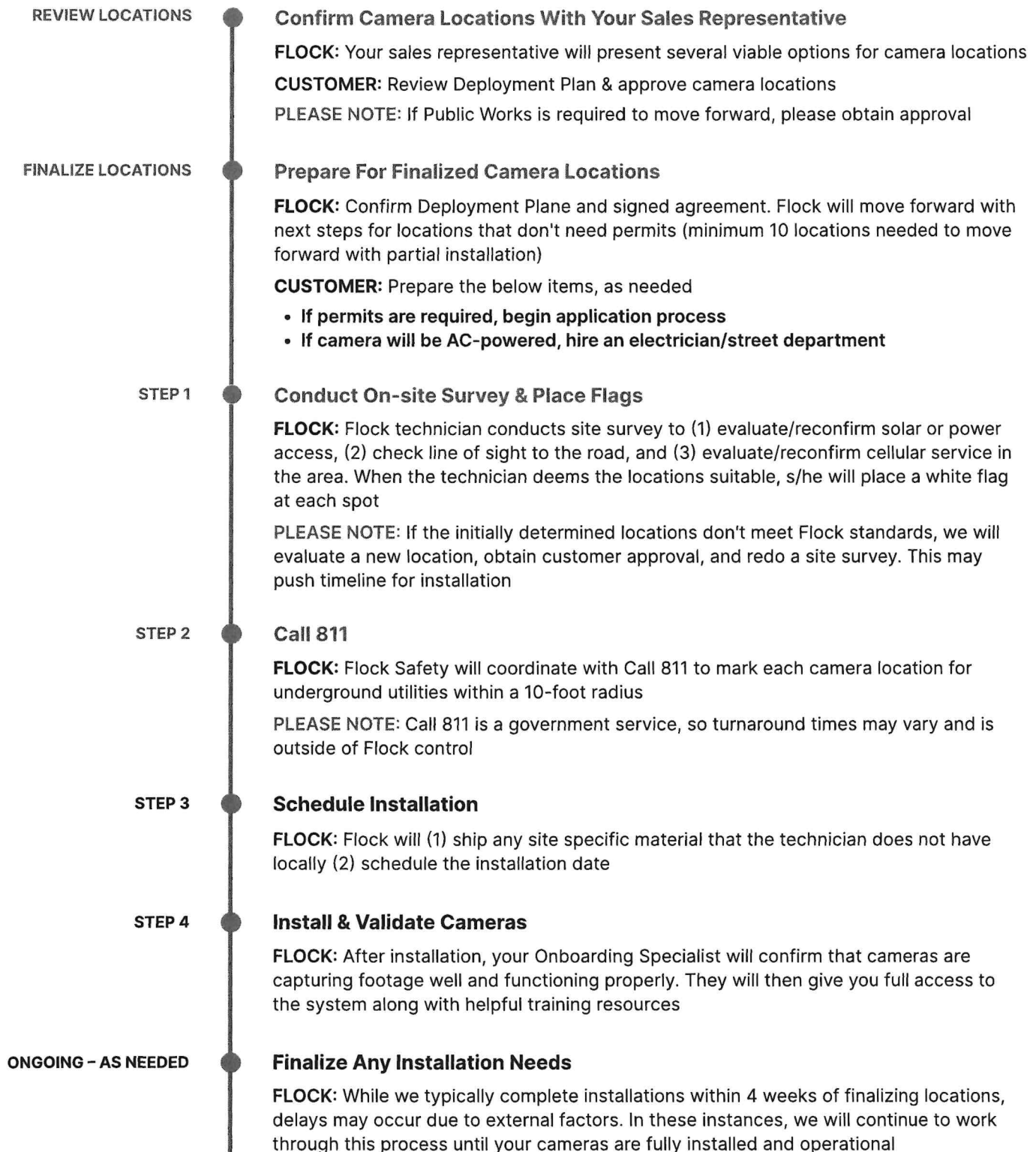
*Fee Schedule 21

Help Center 22

Customer Support 22

Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 Project Manager	Your Project Manager is your primary contact during camera installation. Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 Field Operations Team	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade **Flock breakaway pole**
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

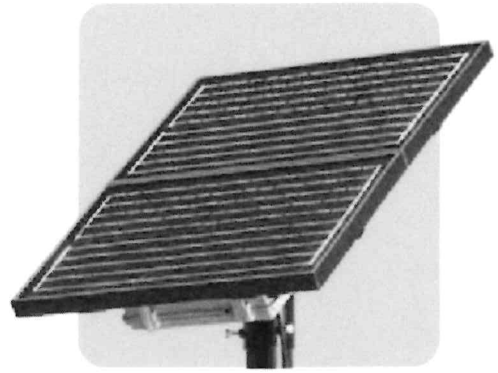
* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

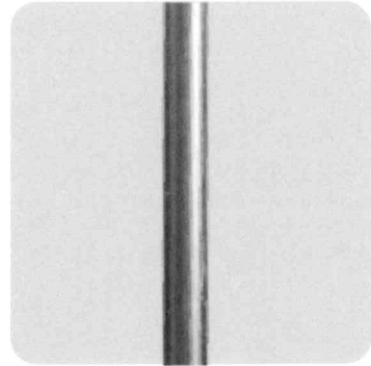
Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



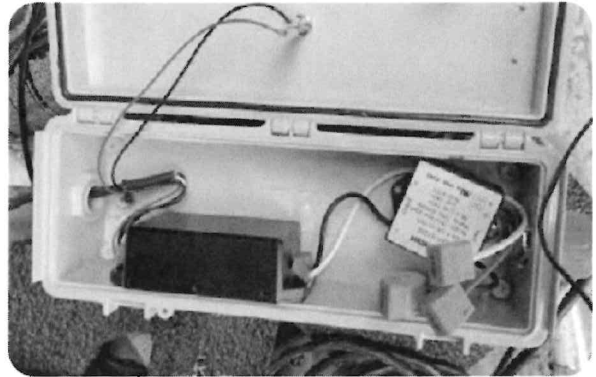
6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

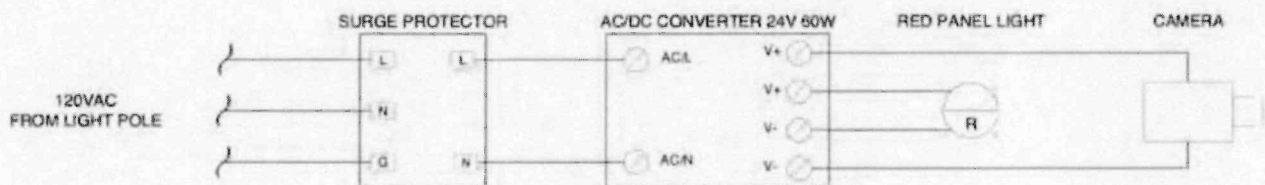
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer 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>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge\$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.



Committee: Finance & Human Resources

Introduced By: Julie Foley

Item Number:

Date Introduced: 12/13/2023

RELATING TO:

Discussion and decision to revise job title of Deputy Comptroller to Assistant Finance Director and revise job description.

SUMMARY:

Through the budget process, the position title of Deputy Comptroller was approved to change to Assistant Finance Director to better align with what the position is intended for and industry standard.

The purpose of this item is to change the job description consistent with the budget approval.



Deputy Comptroller Assistant Finance Director

Classification

Exempt

Department/Division

Finance/Accounting

Reports to

Finance Director

Summary/Objective

The ~~Deputy Comptroller~~ **Assistant Finance Director** assists the Finance Director in developing and implementing the financial planning of the city, including areas of accounting, budget preparation, insurance, tax, and other related areas.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Coordinates the annual review by the external auditors by providing up-to-date information as required for all accounting functions including preparation of GASB required annual reports; researching information pertinent to financial statements or audit reviews. Prepare the annual statements required for the audit and the annual State of Wisconsin Financial Report for the Department of Revenue.
- Assists with the preparation and issuance of the city's annual budget and related budget programs. Coordinates budget information with other departments throughout the fiscal year.
- Assists with the preparation/calculation of the annual tax roll, creation of the tax bills and required reporting.
- Provides research and assistance in the determination of fiscal administrative policies and procedures and monitors financial goals and program priorities.
- Assists in developing appropriate recommendations regarding policies and procedures within the Finance Department.



- Responsible for the financial management of the annual TID reporting along with all continual reporting requirements related to TID.
- Serves as backup to the Finance Director as needed.
- Performs other duties as may be assigned by the Finance Director.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze and interpret general instructions, technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Ability to effectively communicate.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram or schedule form.

Knowledge, Skills and Abilities:

- Knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.
- Advanced level experience with Microsoft Windows and Microsoft Office applications; including but not limited to Word, Excel, Outlook, etc.
- Ability to retain confidentiality of city employment, personnel and financial matters.

Mathematical Skills:

- Ability to work with mathematical concepts such as statistical inference, mathematics of finance involving present and future value of income streams and proficiency in the mathematical skills needed for Accounting and Financial work.



Supervisory Responsibilities

This position ~~has no supervisory responsibilities~~ is responsible for supervising the Senior Accountant and Accountant.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed. Must be able to attend evening meetings.

Travel

Travel is primarily locally during the business day. Occasional travel for training and seminars outside of the city.

Required Education/Training and Experience

A bachelor's degree in accounting or finance. Five years progressive government finance or accounting experience, or related field, including general ledger, payables and receivables is required.

Preferred Education/Training and Experience

Certified Public Accountant (CPA) credentials and a Master Degree in a related field; along with five years progressive government finance or accounting experience including general ledger, payables, debt administration, budgeting, receivables and payroll functions is strongly preferred.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public and other city departments. Must have the ability to be bonded.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 10 lbs.; frequent stretching/reaching of arms; use of hands to type, handle objects, tools or controls, frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 10 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. An inside office environment with little to moderate noise. This position is responsible for a large number of time sensitive functions which result in frequent deadlines and psychological stress.

Equipment Used:

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, 10 key calculators, various computer printers and fax machines.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Assistant Finance Director

Classification

Exempt

Department/Division

Finance/Accounting

Reports to

Finance Director

Summary/Objective

The Assistant Finance Director assists the Finance Director in developing and implementing the financial planning of the city, including areas of accounting, budget preparation, insurance, tax, and other related areas.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Coordinates the annual review by the external auditors by providing up-to-date information as required for all accounting functions including preparation of GASB required annual reports; researching information pertinent to financial statements or audit reviews. Prepare the annual statements required for the audit and the annual State of Wisconsin Financial Report for the Department of Revenue.
- Assists with the preparation and issuance of the city's annual budget and related budget programs. Coordinates budget information with other departments throughout the fiscal year.
- Assists with the preparation/calculation of the annual tax roll, creation of the tax bills and required reporting.
- Provides research and assistance in the determination of fiscal administrative policies and procedures and monitors financial goals and program priorities.
- Assists in developing appropriate recommendations regarding policies and procedures within the Finance Department.
- Responsible for the financial management of the annual TID reporting along with all continual reporting requirements related to TID.
- Serves as backup to the Finance Director as needed.
- Performs other duties as may be assigned by the Finance Director.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze and interpret general instructions, technical procedures and government regulations.
- Ability to write reports and business correspondence.
- Ability to effectively present information and respond to questions from elected officials, co-workers and the general public.
- Ability to effectively communicate.
- Ability to solve practical problems and deal with a variety of concrete variables.
- Ability to interpret a variety of instructions furnished in oral, written, diagram or schedule form.

Knowledge, Skills and Abilities:

- Knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.
- Advanced level experience with Microsoft Windows and Microsoft Office applications; including but not limited to Word, Excel, Outlook, etc.
- Ability to retain confidentiality of city employment, personnel and financial matters.

Mathematical Skills:

- Ability to work with mathematical concepts such as statistical inference, mathematics of finance involving present and future value of income streams and proficiency in the mathematical skills needed for Accounting and Financial work.

Supervisory Responsibilities

This position is responsible for supervising the Senior Accountant and Accountant.

Position Type and Expected Hours of Work

This is a full-time position. Normal days and hours of work are Monday through Friday, 8:00 a.m. to 5 p.m. Evenings and weekends as needed. Must be able to attend evening meetings.

Travel

Travel is primarily locally during the business day. Occasional travel for training and seminars outside of the city.

Required Education/Training and Experience

A bachelor's degree in accounting or finance. Five years progressive government finance or accounting experience, or related field, including general ledger, payables and receivables is required.

Preferred Education/Training and Experience

Certified Public Accountant (CPA) credentials and a Master Degree in a related field; along with five years progressive government finance or accounting experience including general ledger, payables, debt administration, budgeting, receivables and payroll functions is strongly preferred.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public and other city departments. Must have the ability to be bonded.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 10 lbs.; frequent stretching/reaching of arms; use of hands to type, handle objects, tools or controls, frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 10 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. An inside office environment with little to moderate noise. This position is responsible for a large number of time sensitive functions which result in frequent deadlines and psychological stress.

Equipment Used:

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, 10 key calculators, various computer printers and fax machines.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Committee: Finance & Human Resources

Item Number:

Introduced By: Julie Foley

Date Introduced: 12/13/2023

RELATING TO:

Discussion and decision to revise job title of P/T Public Health Associate/Farmers Market Manager to Farmers Market Coordinator and revise job description.

SUMMARY:

Through the budget process, the position of Public Health Associate will transition from the Health Department to the Parks & Recreation Department. The position will report to a Recreation Supervisor and therefore the title of Farmers Market Manager needs to be revised to accurately reflect a reporting structure.

The job description was also updated to remove the Health Department references and include Parks & Recreation.

Recommend approval.



Part-Time Farmers Market Coordinator

(Farmers Market Manager)

Classification

Non-Exempt

Department/Division

~~Health Department~~ Parks & Recreation

Reports to

~~Health Officer/Director~~ Recreation Supervisor

Summary/Objective

The Farmers Market ~~Manager~~ Coordinator provides on-site management and coordination of the Greenfield Farmers Market and execution of team-supported program plans.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

IN-SEASON:

- Provide onsite coordination and management of the Greenfield Farmers Market.
- Recruit and retain vendors to support variety and appropriate saturation of products within market.
- Maintain vendor communications, handle complaints and disputes and establish strong vendor contacts.
- Participate as a key member of the Farmers Market Committee.
- Perform vendor site visits to ensure compliance with market regulations and promote good will.
- Assist with marketing and promotion strategies and execution.
- Coordinate recruitment and scheduling of musicians, non-profits and Makers Market.
- Assist with special events, activities and other related work throughout the season as assigned.

OFF-SEASON:

- Perform duties as assigned to assist with recruitment, advertising, strategy building, community relationship development and preparations for future seasons.

Competencies

- Communication Proficiency
- Thoroughness

- Detail Orientated
- Problem Solving/Analysis
- Organization Skills
- Time Management Skills
- Customer Relations Focus
- Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze and interpret common scientific journals and legal documents.
- Ability to respond to common inquiries or complaints from vendors or members of the public.
- Ability to effectively present information to top management, public groups and/or elected officials.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in and deal with several abstract and concrete variables.

Knowledge, Skills and Abilities:

- Ability to deal diplomatically with the public.

Mathematical Skills:

- Ability to read and understand statistical materials.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a paid, part-time, year-round position averaging 20-25 hours per week during the Market season (May-October), with fewer hours necessary at other times of the year. Attendance at market on Sundays is required. Other work hours ~~and work location~~ are flexible though presence in the Parks and Recreation Department at the Health Department is necessary for routine communications, special events and/or projects.

Required Education/Training and Experience

No formal education requirement necessary. The Market Manager should have two or more years of entrepreneurial experience, be passionate about food, local farming and agriculture, and be knowledgeable about the Greenfield community. Experience with electronic media and marketing is a plus.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to handle; reach with hands and arms; and talk or hear. The employee is occasionally required to stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and distance vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. While performing the duties of this job, the employee is occasionally exposed to contagious diseases and to toxic or caustic chemicals and outside weather conditions. The noise level in the work environment is usually quiet but may vary.

Equipment Used:

Calculator, copy machine, computer terminal, telephone, and an automobile.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Part-Time Farmers Market Coordinator

Classification

Non-Exempt

Department/Division

Parks & Recreation

Reports to

Recreation Supervisor

Summary/Objective

The Farmers Market Coordinator provides on-site management and coordination of the Greenfield Farmers Market and execution of team-supported program plans.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

IN-SEASON:

- Provide onsite coordination and management of the Greenfield Farmers Market.
- Recruit and retain vendors to support variety and appropriate saturation of products within market.
- Maintain vendor communications, handle complaints and disputes and establish strong vendor contacts.
- Participate as a key member of the Farmers Market Committee.
- Perform vendor site visits to ensure compliance with market regulations and promote good will.
- Assist with marketing and promotion strategies and execution.
- Coordinate recruitment and scheduling of musicians, non-profits and Makers Market.
- Assist with special events, activities and other related work throughout the season as assigned.

OFF-SEASON:

- Perform duties as assigned to assist with recruitment, advertising, strategy building, community relationship development and preparations for future seasons.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Problem Solving/Analysis

- Organization Skills
- Time Management Skills
- Customer Relations Focus
- Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze and interpret common scientific journals and legal documents.
- Ability to respond to common inquiries or complaints from vendors or members of the public.
- Ability to effectively present information to top management, public groups and/or elected officials.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in and deal with several abstract and concrete variables.

Knowledge, Skills and Abilities:

- Ability to deal diplomatically with the public.

Mathematical Skills:

- Ability to read and understand statistical materials.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a paid, part-time, year-round position averaging 20-25 hours per week during the Market season (May-October), with fewer hours necessary at other times of the year. Attendance at market on Sundays is required. Other work hours are flexible though presence in the Parks and Recreation Department is necessary for routine communications, special events and/or projects.

Required Education/Training and Experience

No formal education requirement necessary. The Market Manager should have two or more years of entrepreneurial experience, be passionate about food, local farming and agriculture, and be knowledgeable about the Greenfield community. Experience with electronic media and marketing is a plus.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Excellent interpersonal/communication skills. Possession and maintenance of a valid Wisconsin driver's license.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to handle; reach with hands and arms; and talk or hear. The employee is occasionally required to stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision and distance vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. While performing the duties of this job, the employee is occasionally exposed to contagious diseases and to toxic or caustic chemicals and outside weather conditions. The noise level in the work environment is usually quiet but may vary.

Equipment Used:

Calculator, copy machine, computer terminal, telephone, and an automobile.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Committee: Finance & Human Resources

Item Number:

Introduced By: Julie Foley

Date Introduced: 12/13/2023

RELATING TO:

Discussion and decision to revise job title of Recreation Coordinator to Recreation Supervisor, Older Adult Programs, Special/Community Events, Farmer Market and Volunteer Coordinator and revise job description

SUMMARY:

Through the budget process, the position of Recreation Coordinator changed to Recreation Supervision as a promotional change. The position will have the additional responsibility of overseeing the Farmer's Market.

The job description was updated to reflect the title change and additional responsibilities.

Recommend approval.



Recreation ~~Program Coordinator~~ Supervisor Job Description

Older Adult Programs, Special/Community Events, Farmer Market and Volunteer Coordinator

Classification

Exempt

Department/Division

Parks and Recreation

Reports to

Director of Parks and Recreation

Summary/Objective

The Recreation Supervisor assists the Director of Parks & Recreation in the overall planning and development of a comprehensive recreation/leisure program for the City of Greenfield.

The Recreation ~~Program Coordinator~~ Supervisor is directly responsible for the daily coordination and implementation of Older Adult Programs, Special/Community Events, Farmer Market and serves as Volunteer Coordinator for the Department of Parks and Recreation. Further, this position acts as a resource for the City/County/State agencies serving the elderly; and has authority to recommend related program needs, staff, volunteers, instructors, program leaders, and facilities/equipment to be utilized.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Plans, coordinates and supervises the following:
 - Leisure program areas including: educational classes, physical and social activities, special interest clubs, leagues, enrichment programs, workshops/clinics, travel club, arts and crafts, community projects, special programs, guest speakers, contests and counseling/referrals.
 - Community volunteer program – Develop community partnerships to increase volunteerism within the department. Including recruitment, training, placement, supervision, evaluation and retention of volunteers.
 - Develops, plans, organizes and provides support for community wide special events including but not limited to: ~~Older Adult Health Fair~~, Stock Box Program, Safe Driver, Tax Assistance, AMP events, ~~B~~, Cruisn' Santa Claus, Holiday Tree Lighting, ~~Bunny Hop~~ Easter event and the annual Mini-Golf Outing.



- Collaborates with other Recreation Supervisors and Parks and Recreation Director in developing program offerings, goals, objectives, and budgetary needs.
- Schedule use of Greenfield Community Center and other facilities needed related to Older Adults, Special/Community events and volunteer programs.
- In cooperation with the Farmers Market Coordinator, oversees the planning and coordination of the day to day operations of the Greenfield Farmers Market and facilitates appropriate communication with Farmers Market stakeholder including vendors, performers and other city staff as needed.
- Facilitates the promotion and marketing of volunteer opportunities to increase public awareness and participation.
- Assists in the preparation of department budget and monitors detailed budget within program area.
- Recruits, assigns, and supervises older adult and volunteer program staff.
- Maintains records of program participation, services, personnel/payroll, equipment and property. Maintains inventory of related recreation equipment and supplies.
- Assists in developing and disseminating program promotion and publicity related to Older Adult and Community/Special Events including media releases (Senior Focus Newsletter), bulletin boards, web site, posters and flyers etc. In addition, maintains effective public relations with other municipal, voluntary and community organizations.
- Organizes and maintains an effective Older Adult/Volunteer Advisory Committee.
- Develops and maintains volunteer job descriptions, effective recruitment and management of volunteers.
- Evaluates programs, as well as the use and care of facilities.
- Assists with marketing, recruitment and retaining sponsorships for programs and community/special events.
- Facilitates participation of residents with special needs/disabilities in program opportunities.
- Conducts pre-program orientation/preparation of staff, facilities and equipment. Facilitates proper orientation of program registrants at initial program sessions (distributes class rosters, direction signs, storage use, etc.).
- Fosters partnership opportunities with other area leisure providers and local community organizations
- Attends and contributes to bi-weekly staff meetings, and participates in professional development opportunities (i.e. WPRA, NRPA, SEPRC, etc.).
- ~~Assists the Recreation Supervisors as needed with the facilitation of the Before and After School Care program~~Other duties as assigned.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills



- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills



Language and Reasoning Abilities:

- Ability to read, analyze and interpret professional journals, financial reports and legal documents related to the recreation function.
- Ability to respond to common inquiries or complaints from participants, regulatory agencies, elected officials or the community.
- Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.

Mathematical Skills:

- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, and mathematics necessary to operate a complex budget, involving the establishment of program fees, and projection of program participation.

Supervisory Responsibilities

Manages a varying number of part-time, seasonal/casual employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Position Type and Expected Hours of Work

This is a full-time position. Days and hours of work are established within each department to meet operational requirements. Ability to be accessible by cell phone and/or to report to the worksite outside of regular office hours, including, but not limited to, nights, weekends, holidays, etc. Ability to work nights, weekends, and odd hours when situations require such duty.

Travel

This position requires minimal travel.

Required Education/Training and Experience

B.A. /B.S. degree in the field of Recreation, Education or a related field. A minimum of one year experience managing public recreation programs.

Preferred Education/Training and Experience

B.A./B.S. degree in the field of Recreation/Parks or a related field with two years of experience. Previous experience with local government or school district recreation agency. Experience or working knowledge of Recreation Management Software.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

**Other Qualifications:**

NRPA (National Recreation & Park Association) Certified Park Recreation Professional (CPRP), and Wisconsin Park & Recreation Association membership desired. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public, departmental employees and other city departments.

Preferable Certificates/Licenses

Ability to obtain Certified Park Recreation Professional (CPRP). CPR/AED/First Aid certification preferred.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 50 lbs.; frequent stretching/reaching of arms; frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 50 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing this job, the employee will work primarily (70%) in an inside office environment, and approximately 30% at various facilities (indoor and outdoor) located throughout the community requiring travel time.

Equipment Used:

Multi-function telephone, typewriter, calculator, copy machine, computer terminal, appropriate software, fax machine, a camera and first aid equipment.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.



Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Recreation Supervisor Job Description

Older Adult Programs, Special/Community Events, Farmers Market and Volunteer Coordinator

Classification

Exempt

Department/Division

Parks and Recreation

Reports to

Director of Parks and Recreation

Summary/Objective

The Recreation Supervisor assists the Director of Parks & Recreation in the overall planning and development of a comprehensive recreation/leisure program for the City of Greenfield.

The Recreation Supervisor is directly responsible for the daily coordination and implementation of Older Adult Programs, Special/Community Events, Farmers Market and serves as Volunteer Coordinator for the Department of Parks and Recreation. Further, this position acts as a resource for the City/County/State agencies serving the elderly; and has authority to recommend related program needs, staff, volunteers, instructors, program leaders, and facilities/equipment to be utilized.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Plans, coordinates and supervises the following:
 - Leisure program areas including: educational classes, physical and social activities, special interest clubs, leagues, enrichment programs, workshops/clinics, travel club, arts and crafts, community projects, special programs, guest speakers, contests and counseling/referrals.
 - Community volunteer program – Develop community partnerships to increase volunteerism within the department. Including recruitment, training, placement, supervision, evaluation and retention of volunteers.
 - Develops, plans, organizes and provides support for community wide special events including but not limited to: Stock Box Program, Safe Driver, Tax Assistance, AMP events, Cruisn' Santa Claus, Holiday Tree Lighting, Easter event and the annual Mini-Golf Outing.
- Collaborates with other Recreation Supervisors and Parks and Recreation Director in developing program offerings, goals, objectives, and budgetary needs.

- Schedule use of Greenfield Community Center and other facilities needed related to Older Adults, Special/Community events and volunteer programs.
- In cooperation with the Farmers Market Coordinator, oversees the planning and coordination of the day to day operations of the Greenfield Farmers Market and facilitates appropriate communication with Farmers Market stakeholder including vendors, performers and other city staff as needed.
- Facilitates the promotion and marketing of volunteer opportunities to increase public awareness and participation.
- Assists in the preparation of department budget and monitors detailed budget within program area.
- Recruits, assigns, and supervises older adult and volunteer program staff.
- Maintains records of program participation, services, personnel/payroll, equipment and property. Maintains inventory of related recreation equipment and supplies.
- Assists in developing and disseminating program promotion and publicity related to Older Adult and Community/Special Events including media releases (Senior Focus Newsletter), bulletin boards, web site, posters and flyers etc. In addition, maintains effective public relations with other municipal, voluntary and community organizations.
- Organizes and maintains an effective Older Adult/Volunteer Advisory Committee.
- Develops and maintains volunteer job descriptions, effective recruitment and management of volunteers.
- Evaluates programs, as well as the use and care of facilities.
- Assists with marketing, recruitment and retaining sponsorships for programs and community/special events.
- Facilitates participation of residents with special needs/disabilities in program opportunities.
- Conducts pre-program orientation/preparation of staff, facilities and equipment. Facilitates proper orientation of program registrants at initial program sessions (distributes class rosters, direction signs, storage use, etc.).
- Fosters partnership opportunities with other area leisure providers and local community organizations
- Attends and contributes to bi-weekly staff meetings, and participates in professional development opportunities (i.e. WPRA, NRPA, SEPRC, etc.).
- Other duties as assigned.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Problem Solving/Analysis
- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus
- Excellent Math Skills

Language and Reasoning Abilities:

- Ability to read, analyze and interpret professional journals, financial reports and legal documents related to the recreation function.
- Ability to respond to common inquiries or complaints from participants, regulatory agencies, elected officials or the community.
- Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.

Mathematical Skills:

- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, and mathematics necessary to operate a complex budget, involving the establishment of program fees, and projection of program participation.

Supervisory Responsibilities

Manages a varying number of part-time, seasonal/casual employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Position Type and Expected Hours of Work

This is a full-time position. Days and hours of work are established within each department to meet operational requirements. Ability to be accessible by cell phone and/or to report to the worksite outside of regular office hours, including, but not limited to, nights, weekends, holidays, etc. Ability to work nights, weekends, and odd hours when situations require such duty.

Travel

This position requires minimal travel.

Required Education/Training and Experience

B.A. /B.S. degree in the field of Recreation, Education or a related field. A minimum of one year experience managing public recreation programs.

Preferred Education/Training and Experience

B.A./B.S. degree in the field of Recreation/Parks or a related field with two years of experience. Previous experience with local government or school district recreation agency. Experience or working knowledge of Recreation Management Software.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

NRPA (National Recreation & Park Association) Certified Park Recreation Professional (CPRP), and Wisconsin Park & Recreation Association membership desired. Possession and maintenance of a valid Wisconsin driver's license. Ability to deal diplomatically with the public, departmental employees and other city departments.

Preferable Certificates/Licenses

Ability to obtain Certified Park Recreation Professional (CPRP). CPR/AED/First Aid certification preferred.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Possess the physical capacity to perform the duties of the position including, but not limited to, the following: frequent sitting, walking and standing; active listening; occasional lifting/carrying up to 50 lbs.; frequent stretching/reaching of arms; frequent arching of neck; occasional physical exertion moving, pulling, or pushing objects or materials up to 50 lbs.; ability to continuously bend, kneel, twist, stoop, squat, sit, etc.; and the ability to focus for long periods of time on projects or while working on computers.

Work Environment:

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing this job, the employee will work primarily (70%) in an inside office environment, and approximately 30% at various facilities (indoor and outdoor) located throughout the community requiring travel time.

Equipment Used:

Multi-function telephone, typewriter, calculator, copy machine, computer terminal, appropriate software, fax machine, a camera and first aid equipment.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages and benefits are determined by the existing non-represented resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.



Committee: Finance & Human Resources

Introduced By: Julie Folev

Item Number:

Date Introduced: 12/13/2023

RELATING TO:

Discussion and decision to create job description, set salary, recruit and hire Administrative Assistant, Human Resources/Fire Department

SUMMARY:

Through the budget process, the position of Administrative Assistant was approved as a full-time shared role to support HR and Fire. The position will have the additional responsibility of assisting in the areas of HR functions, AP, records maintenance and customer service for residents.

The job description was created to reflect job responsibilities.

Salary, consistent with Administrative Assistants:

START (hrly)	1 YEAR (hrly)	2 YEAR (hrly)	3 YEAR (hrly)	4 YEAR (hrly)
28.84	29.86	30.91	32.00	33.12

Recommend approval.



Administrative Assistant Human Resources/Fire Department

Classification

Non-Exempt

Department/Division

Human Resources and Fire Department

Reports to

Human Resources Director and Fire Chief

Summary/Objective

This is a shared position responsible for performing a variety of confidential administrative and clerical duties to assist the Mayor, Human Resources Director and Fire Chief in the performance of their duties.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Serves as confidential administrative support to the Mayor, Human Resources Director and Fire Chief including transcribing minutes, managing calendars, drafting correspondence, screening and routing telephone calls, typing and filing.
- Serves as Administrative Assistant to the Finance and Human Resources Committee and Civil Service Commission by preparing agendas, transcribing minutes and distributing correspondence.
- Assists with the online recruitment process which includes but is not limited to preparing and placing job advertisements, tracking applications, administering Civil Service examinations, scheduling interviews and assisting with background screenings.
- Prepares new hire orientation packets.
- Prepares and maintains confidential information and reports, such as disciplinary matters, personnel and departmental medical files, and other matters needing confidential treatment.
- Assists in maintaining the HRIS database.
- Assists in benefit administration including enrollments, changes and terminations. Processes documents with insurance providers as required.
- Responsible for answering the phone lines for the Mayor's Office and Fire Department.
- Assists with the Employee Recognition Program.
- Assists Fire Department with the preparation of payroll.

- Assists Fire Department with policy updates as needed.
- Responds to employee verifications and assists with salary and benefit surveys as needed.
- Maintain supplies inventory by checking stock to determine inventory level; anticipating needed supplies; placing orders for supplies; verifying receipt of supplies.
- Processes invoices as required.
- Greet visitors and appropriately assists them.
- Receive, sort and distribute mail.
- Performs other duties as assigned by Mayor, Human Resources Director and Fire Chief.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Capacity
- Organization Skills
- Time Management Skills
- Customer Relations Focus
- Basic Math Skills

Language and Reasoning Abilities:

- Ability to read and write business correspondence.
- Ability to effectively communicate.
- Ability to assist the public in a courteous and professional manner.
- Ability to assist employees and the public in a courteous and diplomatic way.
- Ability to maintain confidential information.

Knowledge, Skills and Abilities:

- Knowledge of principles and processes for providing excellent customer service; strong interpersonal skills.
- Excellent organizational, coordination and tracking skills.
- Knowledge of HRIS programs.
- Knowledge of Human Resources processes.
- Ability to multi-task and work independently.
- Ability to effectively present information and respond to questions from employees, elected officials, and the general public.

Mathematical Skills:

- Ability to do basic mathematics, which includes the ability to add, subtract, divide and multiply.

Supervisory Responsibilities

This position has no supervisory responsibilities.

Position Type and Expected Hours of Work

This is a full-time position working 40 hours per week. Work location is primarily at City Hall, but may require the ability to work periodically at the Fire Department. Work hours are Monday through Friday, 8:00 a.m. through 5:00 p.m.

Required Education/Training and Experience

High school diploma or General Education Degree (G.E.D.), with at least two years of administrative experience in Human Resources.

Preferred Education/Training and Experience

Advanced training in administrative or Human Resources courses or an Associate's Degree (AA) or equivalent from two-year college or technical school is desirable, with at least two years of administrative experience in Human Resources.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications:

Ability to type 45 wpm and transcribe minutes.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job. An inside office environment with little to moderate noise.

Equipment Used:

Skilled in the use of computer, calculator, telephone, transcription equipment, copy machine. Ability to use commonly used word processing and spreadsheet programs.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits:

Wages and benefits are determined by the existing Non-Represented Resolution.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

PACKETS FOR WEDNESDAY, 12 / 13 / 2023 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	12/1/2023	\$	936,107.22
AP CHECKS	12/8/2023	\$	273,874.82
AP CHECKS		\$	
AP CHECKS		\$	
P-CARDS -		\$	
		TOTAL \$	1,209,982.04

CC: PAULA

CC: FINANCE FOLDER