

ORDINANCE NO. 2755

AN ORDINANCE APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE LONG-TERM LEASE OF EQUIPMENT INCLUDING LICENSE PLATE RECOGNITION CAMERAS, DRONES AND OTHER CAMERAS, GRANTING A REVOCABLE LICENSE TO OPERATE SAID EQUIPMENT ON CITY PROPERTY, AND THE MAYOR TO EXECUTE THE AGREEMENT IN THE FORMAT ATTACHED HERETO

WHEREAS, pursuant to its Charter, the City of Commerce City ("City") is authorized to enter into long term leasehold agreements to provide necessary equipment and other property for governmental or proprietary purposes;

WHEREAS, the City has determined that there is a true and essential need to procure automatic vehicle identification systems, such as license plate recognition cameras, in addition to mobile units equipped with safety camera systems, and drones ("equipment") on an annual fee basis in a manner that is akin to a lease;

WHEREAS, the City has determined that to obtain this equipment it is in the best interests of the City and its inhabitants to negotiate a lease for said equipment with Flock Group Inc. ("Flock"), on terms amenable to the City through a cooperative purchasing arrangement;

WHEREAS, the equipment would need to be placed in City right-of-way to best serve the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

SECTION 1. Findings. The recitals to this ordinance are incorporated as findings of the City Council. This ordinance is found to be necessary for the preservation of the public health, safety, and welfare and in the public interest.

SECTION 2. Award of Contract. The award of the contract for the lease and operation of the equipment, grant of a revocable permit, and other related services to Flock is hereby approved in the format attached hereto. This ordinance shall not be deemed to grant any right or interest in the award of a contract to Flock. All rights and interest shall be defined exclusively by the terms and conditions set forth in the written agreement.

SECTION 3. Approval of Revocable License. City Council hereby approves the conveyance of a revocable license to Flock for the equipment as set forth in the attached Agreement.

SECTION 4. Authorization to Negotiate and Parameters. The City Manager is further authorized to negotiate and approve such revisions and amendments to these documents as the City Manager determines to be necessary and appropriate for the protection of the City so long as the essential financial terms described below are not altered, in the opinion of the City Attorney.

The annual payment for the lease shall not exceed \$902,096.00. This payment will include the lease of all the equipment and basic maintenance of the equipment, software, and support. Additional expenditures are authorized for installation, maintenance fees, and other related

equipment fees.

SECTION 5. Execution and Attestation. After approval as to form by the City Attorney, the Mayor is hereby authorized to execute, and the City Clerk to attest, on behalf of the City of Commerce City, any agreement and documents necessary to implement any agreement reached between the parties. The City Manager is hereby authorized to execute, and the City Clerk to attest, on behalf of the City of Commerce City, any amendment to the agreement, subject to the City Attorney's approval as to form.

After approval as to form by the City Attorney, the City Manager is authorized to approve documents as needed to obtain the equipment and related purchase orders from Flock Group, Inc., consistent with the limitations of this ordinance, the City's Procurement Policy, and available appropriated funds. Without further approval of the City Council, the Agreement shall not include and the City Manager shall not authorize an order or schedule as part of or related to the Agreement exceeding the maximum aggregate expenditure of \$4,560,478.00.

SECTION 6. No General Obligation Debt. No provision of this ordinance, the Agreement, any Schedule, or any related document shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Agreement except those payments specifically required under the Agreement, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither this ordinance, the Agreement, any Schedule, or any related document shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. No provision of this ordinance, the Agreement, any Schedule, or any related document shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. Neither this ordinance, the Agreement, any Schedule, or any related document shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

SECTION 6. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions hereof.

SECTION 7. Statutes Superseded. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of this Ordinance and such statutes. Any such inconsistency is intended by the City Council and shall be deemed made pursuant to the Charter.

SECTION 8. Repealer. All other ordinances or portions thereof inconsistent or

conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency.

SECTION 9. Effective Date. This ordinance shall be effective immediately upon passage on second and final reading.

INTRODUCED, PASSED ON FIRST READING AND PUBLIC NOTICE ORDERED
THIS 2ND DAY OF MARCH, 2026.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED
THIS 6TH DAY OF APRIL, 2026.

CITY OF COMMERCE CITY, COLORADO

Steve J. Douglas, Mayor

ATTEST

Stephen J. Ruger, City Clerk