Flock Safety agreement: dates and governing terms

To: David Gruenberg, Attorney to the Town of East Greenbush **From:** Eric, publiusnewyork@gmail.com **Date:** November 16, 2026 **Re:** Questions ahead of the November 18, 2026 Town Board meeting

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Dear Mr. Gruenberg,

I wrote to you on September 4 with seven questions about the Flock Safety agreement. I am not repeating them here, and I have sent the Board a separate note setting out where those stand. I am writing again because the Board takes up the agreement on Wednesday and the contract's deadlines run shortly after it. The questions below are new ones.

The dates

The order form executed September 28, 2021 ran a 15-month initial term and renews in two-year increments. That puts the current term's end at December 28, 2026, with notice of non-renewal required at least thirty days prior under Section 6.1.

November 28 is a Saturday. Thanksgiving is the 26th and Town Hall is closed the 27th. Counting from the morning of November 19, that leaves five business days: the 19th, 20th, 23rd, 24th and 25th.

There may be less time than that. Flock's invoices state that unless otherwise noted on the order form, the term commences upon first installation and validation of hardware rather than upon execution. If the term runs from installation, it ends before December 28.

Which version of the terms governs

This is the question I would most want answered, because the answer decides what the Town's options are.

The Town signed a Government Agency Customer Agreement in September 2021 containing a merger clause requiring that modifications be signed. Flock also maintains Terms and Conditions at https://www.flocksafety.com/legal/terms-and-conditions, carrying the notice "Last Updated: August 21, 2026." Invoice INV-45469, which the Town paid on January 31, 2025, states on its remittance page that by paying the invoice the customer agrees to the terms and conditions published online.

The two differ in ways that matter this week:

- **Termination at will.** The 2021 agreement, Section 6.2, lets an Agency not fully satisfied self-elect to terminate at any time for a one-time fee not to exceed $500 per camera. The current online terms contain no equivalent.
- **Surviving network access.** The 2021 agreement, Sections 5.4 and 6.5, provides that No-Fee Term access survives expiration or termination for five years unless the Town gives

written notice of intent to cancel it. The current terms contain no equivalent.

- **Exporting the Town's own records.** Section 1.12 of the current terms defines outputs, analyses and reports generated through the service as Flock Property, with no right granted to download, extract, export or retain copies. The 2021 agreement does not restrict this.
- **Hardware title.** The 2021 agreement has Flock retaining title at Section 2.7.4. Section 10.1 of the current terms provides that the Customer may not take possession and must not interfere with Flock's title. The Town's own amendment of December 16, 2024, signed by the Chief of Police, transferred title to the Town with a $1 sell-back, made the Town liable for replacement, and gave Flock a perfected security interest with a UCC filing right. That conflicts with both versions.

If the Board votes to terminate

Three items I would ask you to look at.

A resolution may not be notice. At the November 10 pre-board, at 00:05:39 in the Town's recording, the approach discussed was "if we don't send them a resolution by 30 days before … then it automatically renews with just the terms and conditions that we have now."

Section 11.3 of the current terms provides that none of the Customer's purchase orders, authorizations or similar documents will alter the agreement or be binding upon Flock, and that any such terms are expressly rejected. Whether a certified copy of a resolution satisfies Section 6.1 is the kind of question that gets argued after the deadline has passed. A notice letter signed by an officer with authority to bind the Town avoids it entirely, and costs nothing to do alongside the resolution.

Delivery method matters. The notices clause is Section 11.11 of the current terms and Section 10.12 of the 2021 agreement. Both deem notice given on receipt if personally delivered, when receipt is electronically confirmed if sent by email, or on receipt if sent certified or registered mail. Unconfirmed email is the weakest method available.

Some obligations survive. Section 4.4 of the 2021 agreement grants Flock a perpetual, irrevocable, royalty-free license to Agency Data that survives the term, and Sections 5.4 and 6.5 keep No-Fee Term access to the network alive for five years absent separate written cancellation. A notice that ends the service agreement and says nothing else reaches neither.

If the Board takes no action

The agreement renews on December 28 for two years. Section 1.1 of the current terms defines the Agreement to include seven documents by reference, six of which are identified by a URL on flocksafety.com rather than by an attached, dated exhibit: the Customer Implementation Guide, the InfoSec Addendum, the Product Specific Terms, the Reinstall Fee Schedule, the State Specific Terms and the Third Party Terms. Section 3.4 permits Flock to modify the Third Party Terms when it adds or replaces third party items, with no Customer agreement required. Section 2.11 permits Flock to make any changes to any system or platform in its sole discretion.

Those terms were revised on August 21, 2026. Nothing produced to me shows that revision

being received, reviewed or acted on by the Town, and no Board resolution authorizing renewal appears for any year after 2022.

One other item, not time-critical

Resolution 40-2025 directs that a Law Enforcement Equipment Application and Agreement be prepared for NYSDOT. Neither that agreement nor any permit or right-of-way authorization has been produced in response to any of my requests.

The one ask

If you can reach only one of these before Wednesday, it is which version of the terms governs. Section 6.2 either exists or it does not, and that single fact decides whether a missed date is a problem or not.

I am raising these as questions about what the contract permits, not as records requests, and I recognize the timing is tight. I would be glad to receive answers in whatever form is convenient.

Thank you,

Eric publiusnewyork@gmail.com

Section references are to the Government Agency Customer Agreement and order forms produced by the Town on August 24, 2026, and to Flock's published Terms and Conditions at https://www.flocksafety.com/legal/terms-and-conditions, last updated August 21, 2026.