

Agenda
Town of Duck Council
Paul F. Keller Meeting Hall
April 17, 2024
1:00 p.m.
Mid-Month Meeting

1. Consent Agenda
 - A. Approval, Subject to FY 2024-25 Budget Appropriation, of a Contract with Coastal Protection Engineering for Beach Monitoring Services
 - B. Resolution 24-05, a Resolution of the Town Council of the Town of Duck, North Carolina, in Support of a Parks & Recreation Trust Fund Grant to Replace Playground Equipment
 - C. Contract with Flock Safety for LPR Services
2. Discussion of FY 2024-25 Draft Budget
3. Adjournment

AGENDA: April 17, 2024

Mid-Month Meeting

ITEM #1:

Consent Agenda

- A. Approval, Subject to FY 2024-25 Budget Appropriation, of a Contract with Coastal Protection Engineering for Beach Monitoring Services
- B. Resolution 24-05, a Resolution of the Town Council of the Town of Duck, North Carolina, in Support of a Parks & Recreation Trust Fund Grant to Replace Playground Equipment
- C. Contract with Flock Safety for LPR Services

RECOMMENDED ACTION:

- Approve the Consent Agenda

(As a reminder, the Consent Agenda is intended to be voted on and approved as one motion. If discussion is required on individual items, a motion must be made to remove that item from the Consent Agenda and add it to the Regular Agenda.)

SUMMARY OF INFORMATION:

The Consent Agenda includes approval of a contract with Coastal Protection Engineering to provide beach monitoring services, Resolution 24-05, supporting the submission and stating the Town's commitment of provide matching funds for a PARTF grant to replace the existing playground equipment in the Town Park, and a two-year contract with Flock Safety for LPR services, which will terminate the Town's current contract with Motorola per the terms of the contract. Council is asked to approve the CPE contract, the resolution and the Flock Safety contract.

ATTACHMENTS:

- CPE Cover Letter
- CPE Contract Proposal
- Resolution 24-05
- Memorandum from Police Chief Ackerman
- Flock Safety Contract Proposal



COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC
4038 MASONBORO LOOP ROAD
WILMINGTON, NC 28409
910-399-1905

March 25, 2024

Drew Havens
Town of Duck
Town Manager
1200 Duck Road
Town of Duck, NC 27949

Re: **Proposal: 2024 Beach Monitoring Services, Town of Duck, North Carolina**

Dear Mr. Havens:

Coastal Protection Engineering North Carolina, Inc. (CPE) is pleased to provide this proposal for professional services to the Town of Duck (Town), associated with the 2024 Beach Monitoring. Under this proposal, CPE will conduct 2024 beach monitoring data acquisition, determine volumetric and shoreline changes, evaluate project performance, and update the Town's Beach Maintenance Plan. CPE will sub-contract portions of the data acquisition included in Task 1 to McKim & Creed. The proposal also includes optional services associated with Unmanned Aircraft Systems (UAS) flight planning and data processing/analysis services (Task 3).

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Work included under Tasks 1 and 2 will be performed for a lump sum fee of \$51,832.25. If the Town authorizes CPE to complete Task 3, the work associated with Task 3 as described in Exhibit A, will be completed for the lump sum fee of \$8,420.00.

Exhibit B includes a breakdown of costs by Task. Exhibit C provides a list of deliverables and a schedule for each.

CPE's performance of the proposed Services is conditioned upon negotiation of mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our standard Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. CPE will then sign the Services Agreement and return a fully executed copy to you for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Willson", written over a light blue horizontal line.

Ken Willson
President
Coastal Protection Engineering of North Carolina, Inc

Office: 910-399-1905

Mobile: 910-443-4471

kwillson@coastalprotectioneng.com

COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT
FIXED PRICE BASIS

All in accordance with the following terms and conditions.

- SCOPE OF SERVICES: COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC. ("CPE")** agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in the attached Proposal and/or as follows:

Proposal: 2024 Beach Monitoring Services Town of Duck, North Carolina

- FEES, INVOICES AND PAYMENTS:** The Services associated with Tasks 1 and 2 will be performed for the lump sum fee of **\$51,832.25 (Fifty-one thousand, eight hundred thirty-two dollars and twenty-five cents)**. If authorized, the Services associated with Task 3 will be performed for the lump sum fee of **\$8,420.00 (Eight thousand, four hundred twenty dollars and zero cents)**.

Invoices will be submitted by CPE no more frequently than every month, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against CPE or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

- CLIENTS COOPERATION:** To assist CPE in performing the Services, CLIENT shall (i) provide

CPE with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CPE when requested, (iii) permit CPE reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in CPE's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

- CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CPE, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CPE will exercise reasonable efforts to avoid the disclosure of such information to others. Likewise, to the extent that CPE discloses to CLIENT, business or technical information that CPE clearly marks in writing as confidential or proprietary, CLIENT will exercise reasonable efforts to avoid the disclosure of such information to others.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process,

the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

5. DELAYS AND CHANGES IN CONDITIONS:

If CPE is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CPE; or (vi) any other cause beyond the reasonable control of CPE, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CPE shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CPE's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

6. INSURANCE: CPE is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. INDEMNITIES: CPE shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CPE, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save

harmless CPE (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees.

8. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO REPERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay CPE for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CPE all reasonable costs and expenses incurred by CPE in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither CPE nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CPE may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

12. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CPE to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CPE, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby

expressly objected to by CPE and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CPE or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CPE agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2024

**COASTAL PROTECTION ENGINEERING OF
NORTH CAROLINA, INC.**

By (Sign): _____

Print Name: Kenneth Willson

Title: President

Address: 4038 Masonboro Loop Road,

Wilmington, North Carolina, 28409

Phone: (910) 399-1905

Fax: N/A

E-mail: kwillson@coastalprotectioneng.com

**TOWN OF DUCK,
NORTH CAROLINA**

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES

Coastal Protection Engineering of North Carolina, Inc. (hereinafter "CPE") proposes to provide professional services to the Town of Duck (hereinafter the "TOWN"), associated with annual monitoring of the TOWN's Beach Nourishment Project constructed in 2023. CPE will sub-contract portions of the data acquisition included in Tasks 1 to McKim & Creed, as described in those respective sections of this scope of work.

This proposal includes 2024 beach monitoring data acquisition, analysis, and updating the TOWN's Beach Maintenance Plan. Each task is described in detail in the following sections. As described under Task 3, the proposal also includes services associated with Unmanned Aircraft Systems (UAS) flight planning and data processing/analysis services. Each task is described in detail in the following sections.

TASK 1 – 2024 ANNUAL TOWN WIDE BEACH MONITORING DATA ACQUISITION

The standard method used to monitor beach nourishment projects is to collect topographic and bathymetric data along a series of beach profiles on an annual or bi-annual basis. Comparison of this data can be used to track volumetric changes of sand along the beach and changes in the shoreline position. Furthermore, in order to be eligible for disaster assistance through the Federal Emergency Management Agency (FEMA), local sponsors of beach nourishment projects are encouraged to monitor the beach annually to document conditions of the project prior to the impact of a storm.

Beach profile data acquisition will be conducted along thirty-four (34) profiles listed in Table 1. Profiles D-01 (approximately 300 ft. south of the northern Town Boundary) through D-33 (near Bias Lane East) are spaced approximately 1,000 feet apart along the Town's oceanfront. An intermediate profile located at Station D-10.5 is also included. This profile delimits the northern limit of the main fill. The analysis described under Task 2 will also include Profile D-34, which is located at the southern Town boundary; however, data collection for that beach profile is included under a separate proposal for the Town of Southern Shores. Topographic data will be collected along each beach profile to include the dune, berm, and foreshore section of the beach, while bathymetric data will be collected along the offshore portion of the profile.

Surveys conducted along profiles D-21, D-22, and D-23 will only be conducted by CPE for the upland portion of the profiles due to the United States Army Corps of Engineers (USACE) Field Research Facility's (FRF) request not to approach the shoreline with survey vessels. Offshore data will be obtained from the USACE FRF who regularly surveys the offshore portions of those profiles.

Costs for mobilization of equipment and personnel to and from the project area will be costs shared with the Towns of Southern Shores, Kitty Hawk, and Kill Devil Hills as data acquisition will be conducted concurrently. Additional mobilization costs will be

EXHIBIT "A"
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES

required if monitoring data acquisition is conducted independently of the Towns of Southern Shores, Kitty Hawk and Kill Devil Hills.

Table 1. Monitoring Survey Baseline and Azimuth

Monitoring Station	Easting	Northing	Azimuth
D-01	2951387.5	918267.7	70
D-02	2951733.8	917384.4	70
D-03	2952103.0	916429.4	70
D-04	2952464.0	915495.3	70
D-05	2952849.3	914598.0	70
D-06	2953224.4	913696.9	70
D-07	2953607.3	912798.8	70
D-08	2953983.0	911897.9	70
D-09	2954356.7	910994.8	70
D-10	2954759.1	910066.7	70
D-10.5	2954914.2	909703.5	70
D-11	2955158.1	909133.1	70
D-12	2955461.4	908412.5	70
D-13	2955874.3	907478.4	70
D-14	2956252.1	906578.3	70
D-15	2956628.6	905677.8	70
D-16	2956978.7	904767.7	70
D-17	2957333.7	903863.9	70
D-18	2957718.8	902886.5	70
D-19	2957932.5	902331.0	70
D-20	2958139.7	901760.7	70
D-21	2958472.1	900958.7	70
D-22	2958754.0	900228.8	70
D-23	2958992.7	899515.6	70
D-24	2959267.2	898739.8	70
D-25	2959601.7	897824.3	70
D-26	2959928.6	896902.3	70
D-27	2960250.6	895981.9	70
D-28	2960604.1	895073.0	70
D-29	2960963.6	894166.2	70
D-30	2961317.7	893257.6	70
D-31	2961676.7	892350.7	70
D-32	2962078.1	891379.4	70
D-33	2962439.4	890553.2	70
D-34	2962839.6	889616.1	70

Beach profiles will extend landward from their respective baseline station until a structure is encountered or a range of 25 feet beyond the dune is reached, whichever is seaward. Elevation measurements will also be taken seaward along the profile to a range of 3,000 feet beyond the shoreline or to the -30 NAVD88 contour, whichever is more landward.

Land-based or "upland" data collection will include all grade breaks and changes in topography to provide a representative description of the conditions at the time of the

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
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work. The maximum spacing between data points along individual profiles will be 25 feet. The upland work will extend into wading depths sufficiently to provide a minimum 50-foot overlap with the offshore data. This overlap between the topographic and bathymetric data acquisition provides quality control and quality assurance.

The hydrographic work or “offshore” portions of the beach profiles will be conducted with industry standard depth sounding equipment and real-time kinematic (RTK) global navigation satellite system (GNSS). Tide corrections will be obtained redundantly with RTK GNSS and a local tide gauge verified to meet the requirements for the specific work. Offshore data points shall also be collected with a maximum spacing of 25 feet.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each day of data acquisition to confirm that control is undisturbed and meets the accuracy standards of this project with a horizontal limit of 0.66 feet and a vertical limit of 0.16 ft. for all electronic equipment. Vertical positioning checks for depth measuring equipment will be conducted at 5 ft. increments between -5 ft. and at least -25 ft. NAVD88. Sound velocity casts will be conducted at the project site at the start and end of each day of data acquisition to calibrate the sounding equipment.

As an appendix to the 2024 Post-Construction/Annual Town Wide Monitoring Report described under Task 2, CPE will provide the TOWN with a beach profile data appendix. This appendix will include methodology, field notes for the data acquisition, control information, profile plots, cross sections, and digital XYZ data.

TASK 2 – 2024 TOWN-WIDE BEACH MONITORING ANALYSIS

CPE will conduct both shoreline and volume change analysis to evaluate the Central Reach Project performance and review trends outside of the project area along the Town’s oceanfront. Within the Central Reach project area, analysis will focus on the total shoreline and volume change that has occurred since project construction, which will be represented by data collected May 2023. Outside the project limits, shoreline and volume change analysis will focus on the long-term changes that have occurred since September 2013, as well as short-term changes that have occurred since May 2023.

Results of the analysis will be included in the 2024 Town-Wide Beach Monitoring Report. Deliverables will include two (2) hardcopies of the report with CD or USB drive which will include digital versions of the report, appendices, and data. In addition to the report, one (1) in-person meeting is included to present the findings of the monitoring report to the TOWN.

CPE will also update the TOWN’s Beach Maintenance Plan as needed. The update will include project and planning features to document compliance with FEMA guidance for disaster assistance. The Beach Maintenance Plan will be developed in a way consistent with the Public Assistance Program and Policy Guide –FP-104-009-2 (June 2020). Specifically, the costs and volume of fill placement will be updated along with re-

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES

nourishment requirements as applicable. CPE will coordinate with TOWN staff to identify current and future funding sources and document these in the maintenance plan. The future cost will be estimated on a 5-year horizon and will be categorized as Planning & Design, Construction, or Monitoring efforts. This task assumes there are no ‘new’ project initiatives for the TOWN project and assumes the existing maintenance plan is only being updated.

TASK 3 – UAS FLIGHT COORDINATION & DATA PROCESSING/ANALYSIS SERVICES (OPTIONAL)

Under this task and upon request from the TOWN, CPE will create and provide UAS flight plans to the TOWN that can be used to conduct rapid assessment UAS aerial surveys of the TOWN’s project beach. The flight plans will be created by CPE’s FAA certified UAS pilots using a software platform with the ability to provide the TOWN access to the flight plans via a web application. The TOWN will be able to review the flight plans and use the web application on a mobile device to execute the flights using TOWN staff and TOWN owned UAS. Coordination will be required with the TOWN’s UAS pilots so that the proper equipment and flight parameters can be incorporated into the flight planning. Flights will be planned to maximize coverage of the project beach while maintaining the resolution needed to derive an accurate topography of the ground.

Upon completion of the UAS aerial survey, the TOWN will upload the data via the web application where CPE will process the data. UAS data will be processed using ESRI ArcGIS products (or equivalent) for creation of a set of geo-referenced orthomosaic photos and an elevation change plot highlighting the differences in elevation between subsequent surveys. Results of the analysis will be provided to the TOWN in a letter report.

**EXHIBIT B:
BREAKDOWN OF COSTS
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES**

Table 1. Breakdown of the total cost of the 2024 Beach Monitoring Services for the Town of Duck.

TASK	DESCRIPTION	Cost
1	2024 Annual Town Wide Monitoring Data Acquisition	\$27,732.25
2	2024 Post-Construction/Annual Town Wide Monitoring Analysis and Report	\$24,100.00
TOTAL:		\$51,832.25

Table 2. Cost of the optional UAS Flight Coordination & Data Processing/Analysis Services.

TASK	DESCRIPTION	Cost
3	UAS Flight Coordination & Data Processing/Analysis (OPTIONAL)	\$8,420.00

Note: Cost listed above assumes the collection and processing of all eight (8) zones along the Town's oceanfront. If the Town elects to only collect and analyze data along portions of the Town, CPE will provide a reduced cost based on the portion of the Town to be assessed.

Table 3. Breakdown of cost for Tasks 1 and 2 with regards to which portion of the total cost is associated with monitoring the Central Reach Beach Nourishment Project, and which portion is associated with Town wide monitoring outside the Central Reach Beach Nourishment Project.

TASK	DESCRIPTION	INSIDE PROJECT AREA	OUTSIDE PROJECT AREA
1	2024 Annual Town Wide Monitoring Data Acquisition	\$8,972.20	\$18,760.05
2	2024 Post-Construction/Annual Town Wide Monitoring Analysis and Report	\$12,050.00	\$12,050.00
Total Cost:		\$16,546.49	\$21,022.20

**EXHIBIT C:
LIST OF DELIVERABLES
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES**

The following items have been identified by Coastal Protection Engineering of North Carolina, Inc. (hereinafter “CPE”) as deliverables to the Town of Duck (hereinafter “TOWN”) for the completion of this scope of work.

- Monthly Progress Reports;
- Annual Beach Monitoring Report;
- Beach Profile Data Appendix;
- Beach Maintenance Plan Updates; and
- UAS Survey Assessment Reports (Optional)

A detailed description and an individual schedule for each deliverable are provided below.

Monthly Progress Reports: CPE will provide a one (1) page summary of the project status via e-mail approximately every 30 days during the anticipated 8-month contract period. The letter will describe activities completed throughout the month and update the anticipated schedule of milestones as appropriate.

Beach Monitoring Report: Upon completion of the beach profile data acquisition described in Task 1 of the Scope of Services, CPE will provide a draft beach monitoring analysis report to the TOWN. The monitoring report will include description of methodology and results of the shoreline change and volume change analysis. Barring any unforeseen circumstances, a draft report will be provided within 120 days following completion of survey operations. Within two weeks following receipt of comments by the TOWN on the draft report, CPE will prepare a Final report and provide to the TOWN two hardcopies of the report with CD’s/USB drives, which will include digital versions of the report, appendices, and data. In addition to the report, one in-person meeting is included to present the findings of the monitoring report to the TOWN.

Beach Profile Data Appendix: Upon completion of the beach profile data acquisition, described under Task 1, CPE will provide a record of the methodology used to acquire the data as well as data acquisition notes, control information, profile plots, cross sections, and digital XYZ data. Barring any unforeseen circumstances, a draft of this appendix will be provided within 90 days following completion of data acquisition operations. The final appendix will be provided in both hard copy and digital copy along with the Beach Monitoring Report.

Beach Maintenance Plan Update: Along with the Beach Monitoring Report, an updated Beach Maintenance Plan will be provided to the TOWN. The update will include project and planning features to document compliance with FEMA guidance for disaster assistance. Barring any unforeseen circumstances, the draft update will be provided within 120 days following

**EXHIBIT C:
LIST OF DELIVERABLES
TOWN OF DUCK, NORTH CAROLINA
2024 BEACH MONITORING SERVICES**

completion of survey operations. Once comments are received from the TOWN on the Draft update, a final update will be provided. The final update will be provided in digital form only.

UAS Survey Assessment Letter Report (Optional): For each UAS Survey event for which the TOWN requests CPE's assistance, CPE will prepare an Assessment Letter Report. The report will include survey notes, a description of methodology, estimates of volumetric changes measured, and survey monument information. The report will also include a set of standard plan view graphics showing the changes along the monitoring area. CPE will provide these maps in both hard copy and digital format. CPE will also provide the TOWN a digital georeferenced orthomosaic of the imagery collected during each flight. Deliverables will include two (2) hard copies of the letter report with USB drives, which will include digital versions of the report, plan view graphics, and orthomosaic. Barring any unforeseen circumstances, the letter report will be provided within 21 days following completion of survey data acquisition.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH CAROLINA IN SUPPORT OF A PARKS & RECREATION TRUST FUND GRANT TO REPLACE PLAYGROUND EQUIPMENT

Resolution No. 24-05

WHEREAS, the current playground equipment within the Duck Town Park was erected in 2007 and is heavily used by both residents and visitors to the community.

WHEREAS, the existing playground equipment is showing wear, nearing the end of its expected useful lifespan, and needs to be replaced to ensure continued safe use of the playground; and

WHEREAS, as part of the equipment replacement project, the Town plans to upgrade the playground facilities to comply with the Americans with Disabilities Act (ADA); and

WHEREAS, the Town of Duck is submitting a grant application to the North Carolina Division of Parks & Recreation seeking \$31,250 in grant funds from the Parks & Recreation Trust Fund (PARTF) to assist with funding the replacement of the playground equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DUCK, NORTH CAROLINA:

1. That the grant referenced above is in the best interest of residents and visitors to the Town of Duck; and
2. That the Town of Duck supports submission of the PARTF grant application and commits to providing the required financial match of \$31,250 for the grant.

Adopted this 17th day of April, 2024.

Mayor

ATTEST:

Town Clerk

INTEROFFICE MEMORANDUM

TO: MAYOR KINGSTON & MEMBERS OF THE TOWN OF DUCK TOWN COUNCIL
FROM: JEFFREY ACKERMAN, CHIEF OF POLICE *JA*
SUBJECT: MOTOROLA CONTRACT TERMINATION AND FLOCK SAFETY CONTRACT EXECUTION
DATE: APRIL 10, 2024
CC: DREW HAVENS, TOWN MANAGER

On June 17, 2022, the Town of Duck entered into a contract with Vigilant Solutions to provide license plate recognition (LPR) equipment and software. Vigilant Solutions was acquired by Motorola Solutions after the contract was executed. That acquisition has altered Vigilant's commitment to customer service and software enhancement.

Earlier this year the computer that controls the Town's north LPR system suffered a catastrophic failure, which was discovered after staff spent many hours working with Motorola technical support to diagnose the problem. While the part was under warranty, it took Motorola over 30-days to provide the replacement part. For that month, the Town's north LPR system was totally disabled, which had a direct negative affect on the Department's ability to investigate and solve crimes.

Days after the defective computer was replaced, one of the two LPR cameras at the same site suffered a catastrophic failure. Initially Motorola denied warranty coverage. After two weeks of appeals, Motorola conceded that the camera was in fact under warranty. However, it took an additional month before a replacement camera arrived.

Since the Town contracted with Vigilant Solutions (Motorola Solutions) in 2022, Dare County, Currituck County, and Nags Head have contracted with Flock Safety for their LPR services. Southern Shores and Kitty Hawk contract with ELSAG for their LPR services.

The Town's contract with Motorola contains a termination clause that allows the contract to be terminated prior to its 5-year expiration date with proper notice. Based on the poor customer service and a complete lack of urgency in addressing the back-to-back failures of two critical pieces of equipment, it is my recommendation that the Town terminate its contract with Motorola on or about August 16, 2024.

I am recommending that the Town enter into a contract with Flock Safety (2-year contract) for replacement LPR equipment and software. Flock Safety has assured me that they can install new equipment and train our officers before our current equipment is taken offline, which will ensure uninterrupted LPR coverage. Flock has also assured me that their warranty turnaround time is one week or less and repairs will be made by their service technicians rather than relying on our staff to make repairs. Contracting with Flock Safety will cost the Town \$7,020.00 more than Motorola; however, the additional functionality of Flock Safety's services is well worth the added expense.

Sufficient funding exists within the Department's FY2023-24 budget to cover the Flock Safety installation costs and the first year of fees. \$17,000.00 has been added to the Department's FY2024-25 budget request to cover the second payment in 2025.

When the police department launched its LPR initiative in 2016 as "Operation Shield" the power behind the concept was data sharing between law enforcement agencies. Onboarding with Flock Safety renews that commitment by allowing Duck to directly share data with Dare County, Currituck County, and Nags Head now, and hopefully Southern Shores and Kitty Hawk if they consider Flock Safety when their current contracts expire.

Flock Safety + NC - Duck PD

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

MAIN CONTACT:
Taylor Ellison
taylor.ellison@flocksafety.com
7049426362

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: NC - Duck PD
 Legal Entity Name: NC - Duck PD
 Accounts Payable Email:
 Address: 1259 Duck Rd Kitty Hawk, North Carolina
 27949

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

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$17,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
FlockOS® Advanced Package	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee	\$1,900.00	3	\$5,700.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
		Subtotal Year 1:	\$22,850.00
		Annual Recurring Subtotal:	\$17,000.00
		Estimated Tax:	\$2,689.88
		Contract Total:	\$39,850.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$22,850.00
Annual Recurring after Year 1	\$17,000.00
Contract Total	\$39,850.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
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

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
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.
Insights & Analytics	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	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
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
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	The FlockOS® Map is powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data.
Axon BWC (Body Worn Camera) Locations	Locate patrol officers and their BWC device statuses in one unified map view, optimizing coordination and response times.
Map PDF Attachments	
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the

	image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: NC - Duck PD

By: _____

By: _____

Name: Mark Smith

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

AGENDA: April 17, 2024

Mid-Month Meeting

ITEM #2:

Discussion of FY 2024-25 Draft Budget

RECOMMENDED ACTION:

- Per discussion

SUMMARY OF INFORMATION:

The Town Manager will discuss the FY 2024-25 Draft Budget for the Town of Duck and will answer questions of the Town Council. The Proposed FY 2024-25 Budget is planned to be presented at Council's May 1, 2024 Regular Meeting.

ATTACHMENTS:

- None

AGENDA: April 17, 2024 Regular Meeting

ITEM #3:

Adjournment

RECOMMENDED ACTION:

- Per discussion

SUMMARY OF INFORMATION:

The next scheduled meeting will be the Regular Meeting on Wednesday, May 1, 2024 at 1:00 p.m.

ATTACHMENTS:

- None