

CITY OF STOCKTON  
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
423000702	2

This Amendment Number 2 to the above referenced Agreement is entered into on \_\_\_\_\_ between the City of Stockton ("City") and Flock Group Inc.

**RECITALS**

Exhibit A Term and Termination, Paragraph 7.1 Changes, states that both parties may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit A Entire Agreement, Paragraph 11.4 Changes, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A Special Terms, Paragraph 11.7 Changes, states specials terms which are indicated in the proposal and shall become part of this Amendment; and

The City needs to increase the Compensation, Not to Exceed amount in the Order Form of the Standard Agreement, by \$1,196,700 to pay the Contractor to cover Flock Safety Falcon services.

Now therefore, the City and the Contractor mutually agree as follows:

1.The termination date in Paragraph 2 of the Standard Agreement is amended to:  
August 1, 2028

2.The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Exhibit A Order Form, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is \$1,196,700 (hereafter the "not to exceed" amount) for 3 years. The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit A Section 2 or other requirements of this Agreement.

Initial Term the maximum not to exceed amount is \$975,000

Extended Term the maximum not to exceed amount is \$1,196,700

Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed \$2,171,700

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

3. The Contractor will provide the Safety Falcon platform, which will provide law enforcement grade infrastructure-free (solar power and LTE), long range and high vehicle speed license plate recognition cameras with Vehicle Fingerprint technology and real-time alerts for unlimited users. The contractor will also provide an application programming interface (API) for outbound license plate reader lookup and alerts integrated with Peregrine. In the maximum not to exceed amount of \$1,196,700 for 3 years.

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

Flock Group Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Signed by:

10/28/2024

*Mark Smith*  
Authorized Signature

Date

Mark Smith General Counsel

Printed Name and Title of Person Signing

1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318

Address

**CITY OF STOCKTON**

Harry Black, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC  
Interim City Clerk

APPROVED AS TO FORM:  
Lori M. Asuncion, City Attorney

BY:

CHANGE ORDER CALCULATOR										
Vendor: Flock Group Inc							Date: 10/08/24			
Dept: Police Department							Contract/PO Number: 423000702			
Account #: P025007							Requestor: Briona Schneider			
ENTRIES IN BOLD RED INDICATE YOUR BALANCE OF CM AUTHORITY CCO AMOUNT IS EXCEEDED. YOU MUST GO TO COUNCIL FOR APPROVAL.							Original Contract Amount: \$97,400.00			
							Original Contract Award Date: 04/01/23			
							Original Contract Expiration Date: 04/01/25			
							Contract Amount to date: \$2,171,700.00			
							Authorized CCO Amount to date: \$2,074,300.00			
							Available CCO Funding:			
							Contract Expiration to date: 08/01/28			
Effective Date: Dec 2, 2021										
CM Authority: \$ 100,000										
CCO No.	Description	Requested CCO Amount	Time Extensions			Required Approval by:		Date CC Approved (mm/dd/yy)	Revised Contract Amount	Revised CCO Authority Balance
			D	M	WD	CM	CC			
<b>PREVIOUSLY APPROVED CCOs</b>										
	Last Council Action									
	Total approved CCOs since last Council Action									
<b>NEW PROPOSED CCOs</b>										
									\$97,400.00	\$2,600.00
1	Change in Scope/Increase in Funding - Prepared 911	\$877,600.00		4			Y	07/30/24	\$975,000.00	\$197,500.00
2	<b>Change in Scope/Increase in Funding - Falcon LPR</b>	<b>\$1,196,700.00</b>		<b>36</b>			<b>Y</b>		<b>\$2,171,700.00</b>	<b>(\$999,200.00)</b>
Total CCO Amount and Time Extension To-Date ----->		\$2,074,300.00		40						

**Flock Safety + CA - Stockton PD**

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

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MAIN CONTACT:  
Caroline Fraher  
caroline.fraher@flocksafety.com  
3108443659



**ORDER FORM**

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

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

Customer:	CA - Stockton PD	Initial Term:	36 Months
Legal Entity Name:	CA - Stockton PD	Renewal Term:	12 Months
Accounts Payable Email:	jeanetta.mcdonald@stocktonca.gov	Payment Terms:	Net 30
Address:	22 E Market St Stockton, California 95203	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
<b>Flock Safety Platform</b>			<b>\$390,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon® -	Included	105	Included
Solar Falcon® LR -	Included	13	Included
<b>Flock Safety FlockOS Add Ons</b>			
Inbound LPR Custom Hotlist API -	Included	1	Included
Outbound LPR Plate Lookup Deep Link API - Peregrine	Included	1	Included
Outbound LPR Alerts API w/images - Peregrine	Included	1	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	92	\$13,800.00
Professional Services - Standard Implementation Fee -	\$650.00	11	\$7,150.00
Professional Services - Advanced Implementation Fee -	\$1,900.00	2	\$3,800.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	13	\$1,950.00

<b>Subtotal Year 1:</b>	\$416,700.00
<b>Annual Recurring Subtotal:</b>	\$390,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$1,196,700.00

*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.*

<b>LPR</b>	<b>Unit Price</b>
Flock Safety Falcon	\$3,000
Solar Falcon LR	\$5,000
<b>FLOCKOS ADD ONS</b>	
Inbound LPR Custom Hotlist API	\$0
Outbound LPR Plate Lookup Deep Link API	\$5,000
Outbound LPR Alerts API w/ Images	\$5,000

**Billing Schedule**

Attachment A

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$416,700.00
<b>Annual Recurring after Year 1</b>	\$390,000.00
<b>Contract Total</b>	\$1,196,700.00

\*Tax not included

**Product and Services Description**

Attachment A

Flock Safety Platform Items	Product Description
Flock Safety Falcon ® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Falcon ® LR -	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
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.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Inbound LPR Custom Hotlist API -	The LPR Custom Hotlist API is a REST API that allows customers to create, update, and retrieve Flock Safety custom hotlists for their organization.
Outbound LPR Plate Lookup Deep Link API - Peregrine	The LPR Plate Lookup Deep Links API allows customers to lookup a license plate for a time range across the Flock Safety cameras they own with a REST API. It includes a deep link back to Flock Safety to see more information about a particular lookup result.
Outbound LPR Alerts API w/images - Peregrine	The Outbound LPR Alerts API w/images allows customers to send real time LPR alerts from their Flock Safety LPR devices to third party systems. It includes a deep link for each alert to navigate back to FlockOS and see more about an alert as well as an image of the vehicle hit.
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

**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

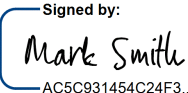


**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.**

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

**FLOCK GROUP, INC.**

**Customer: CA - Stockton PD**

Signed by:  
  
By: \_\_\_\_\_  
AC5C931454C24F3...

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mark Smith

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
General Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
10/28/2024

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_