



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ
SHERIFF-CORONER

AGENDA _____February 10, 2026

January 26, 2026

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE A SECOND AMENDMENT WITH FLOCK SAFETY FOR THE AUTOMATIC LICENSE PLATE READER SYSTEM AND SUPPORTING SOFTWARE SERVICES

Dear Board Members:

RECOMMENDATION:

- A. Approve a second amendment (Procurement Contract No. 25630) between the County of Alameda and Flock Safety (Principal: Tory Kornblum; Location: Atlanta, Georgia), for Flock Safety to provide the Automatic License Plate Reader (ALPR) system and related software services, extending the contract period of 7/1/23 – 6/30/25 to a retroactive period ending on 6/30/26 (a one-year extension) and increasing the contract amount from \$550,600 to \$854,200 (an increase of \$303,600); and
- B. Adopt a resolution waiving the competitive procurement process for this second amendment.

DISCUSSION/SUMMARY:

In July 2023, the Sheriff's Office (ACSO) entered into a piggyback contract for Flock Safety's Automatic License Plate Reader system in the unincorporated areas of Alameda County. The original piggyback contract was through the San Jose Police Department. On 6/27/23, your Board approved the original agreement (Item No. 63) with Flock Safety which covered the period from 7/1/23-6/30/24. On 8/6/24, your Board approved the first amendment (item 83) which extended the term to 6/30/25. This second amendment will extend the contract through the current fiscal year to 6/30/26. Flock Safety will continue to provide the County of Alameda with the ALPR system, maintenance, upgrades, and technical services.

On April 22, 2025, your Board approved Item #35 with Flock Safety for the Pan Tilt Zoom Video Camera system. On July 8, 2025, your Board approved Item #78 with Flock Safety for the AeroDome DFR (Drone as First Responder) system, which further integrated vital technology into the ACSO Real Time Information Center.

The ALPR technology has been extremely beneficial since it was implemented by ACSO. The use of the system has led to the arrest of violent offenders, an increased number of recovered stolen vehicles, and a significant decrease in violent and overall crime. The ACSO has also seen a drastic increase in the number of crimes solved with the aid of the ALPR technology. Per the terms of the contract, the data captured by the ALPR cameras is owned by the Alameda County Sheriff's Office. The ACSO follows all state laws and contract language to ensure the retention and purging of collected data conforms with state law and ACSO General Order 5.42 (Automated License Plate

Recognition System). The ACSO, with consultation from the Office of County Counsel, completed a review of G.O. 5.42 to ensure compliance with all applicable California statutes.

The Flock Safety ALPR cameras are the only law enforcement grade ALPR system that offers proprietary features, seamlessly integrating multiple technology systems that have increased the ability for public safety response and solving crimes. These features include modifications to ensure compliance with California law and transparency portals. The Flock cameras are also solar powered, which allow for flexible installation without the need for additional infrastructure. There is no change to the scope of services. Due to inflation, the cost for servicing each camera has increased. Therefore, the annual software cost has increased.

SELECTION CRITERIA/PROCESS:

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR camera system and supporting software services. Flock Safety is also the sole provider of comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR camera system.

The City of San Jose was awarded a contract with Flock Safety to use and purchase the ALPR technology through a competitive bidding process. The ACSO contacted the City of San Jose and worked with GSA to obtain a piggyback authorization. On 5/4/23, the General Services Agency approved Piggyback Acceptance No. 9089 for the Sheriff's Office, which is only valid through 4/30/26. This amendment ends as of 6/30/26, which is two months after the expiration of the approved Piggyback. Therefore, we are requesting to waive the competitive bid process.

Flock Safety is the only vendor that has the knowledge and expertise to provide complete compatibility and fully integrated ALPR services. There are no other vendors in Alameda County that can provide similar services of this quality. On 12/19/25, the Office of Acquisition Policy (OAP) approved SLEB waiver #27942, which is valid through 6/30/26, for ACSO to select Flock Safety to provide the ALPR system and supporting services.

FINANCING:

Funding for this request is not included in ACSO's Fiscal Year 25-26 Approved Budget. Through increased appropriations authorized by the Board on 12/9/25 (Item 74), all costs associated with this request will be fully offset by the 2026 Citizen's Option for Public Safety Frontline funding awarded by the State of California. There will be no increase in net County cost as a result of your approval.

VISION 2036 GOAL:

The amendment with Flock Safety for the Automatic License Plate Reader system and related services meets the 10X goal pathway of **Crime Free County** in support of our shared vision of **Safe and Livable Communities and Thriving and Resilient Population**.

Respectfully submitted,

Signed by:

April Luckett-Fahimi

7B226C003FF04FA...

for

Yesenia Sanchez
Sheriff-Coroner

YS:BHW:bhw

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES
FOR FLOCK SAFETY TO PROVIDE THE ALPR SYSTEM AND SUPPORTING SOFTWARE
SERVICES FOR THE SHERIFF'S OFFICE**

RESOLUTION NUMBER R-2026 _____

WHEREAS, the County of Alameda wishes to amend an agreement with Flock Safety to provide the Automatic License Plate Reader system and supporting software services and extend the original contract period of 7/1/23 – 6/30/25 to the retroactive contract period from 7/1/25 to 6/30/26; and

WHEREAS, the contract amount is increased from \$550,600 to \$854,200 (an increase of \$303,600); and

WHEREAS, the Flock Safety ALPR system is the only law enforcement grade system that offers proprietary features which include, but are not limited to, vehicle fingerprint technology, integrated cloud software and hardware platform, transparency and ethical product design, integrated audio and gunshot detection, and live video integration; and

WHEREAS, the Flock Safety ALPR cameras are solar powered, which allow for flexible installation without the need for additional infrastructure; and

WHEREAS, Flock Safety is the only vendor that has the knowledge and expertise to provide complete compatibility and fully integrated ALPR services, and therefore, a waiver of competitive bidding is appropriate; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the County has not found any vendor located within Alameda County that can provide similar services of this quality.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to 4.12.020 for the solicitation of bids are hereby waived for the selection of Flock Safety.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on by the following called vote:

AYES:

NOES:

EXCUSED:

President of the Board of Supervisors
County of Alameda, State of California

ATTEST:

Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna Ziegler,
County Counsel

By: _____

Signed by:
By: Clay Christianson
Clay J. Christianson
Deputy County Counsel



Master Contract No. **XXXXXX**
Procurement Contract No. 25630

SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Flock Group, Inc, (“Contractor”) with respect to that certain Standard Services Agreement entered by them on July 1, 2023 (referred to herein as the “Agreement”) pursuant to which Contractor provides Automatic License Plate Reader system and services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on June 30, 2025. As of the Effective Date, the term of the Agreement is extended through June 30, 2026.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Three Hundred Three Thousand Six Hundred dollars (\$303,600). As a result of these additional services, the not to exceed amount has increased from Five Hundred Fifty Thousand Six Hundred dollars (\$550,600) to Eight Hundred Fifty-Four Thousand Two Hundred dollars (\$854,200) over the term of the Agreement and any amendments.
4. Page 1 of the Agreement has been amended by changing the shall not exceed amount in the last sentence to \$854,200
5. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total amount of \$854,200. This cost includes all taxes and all other charges.

6. Attached hereto is Exhibit D-1, a current Debarment and Suspension Certificate executed by Contractor.
7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

Master Contract No. **XXXXXX**
Procurement Contract No. 25630

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

FLOCK GROUP, INC

By: _____
Signature

Name: _____
(Printed)

Title: President of the Board of Supervisors

Date: _____

Signed by:
By:  _____
1024FAF1F68A40F...
Signature


Name: Dan Haley
(Printed)

Title: Chief Legal Officer

Date: 11/17/2025

Approved as to Form:

Donna R. Ziegler, County Counsel

Signed by:
By:  _____
C73D522674C0404...
Clay J. Christianson
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.



Master Contract No. **XXXXXX**
Procurement Contract No. 25630

EXHIBIT D-1

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

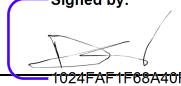
The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on the attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Amendment to the Standard Services Agreement.
Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR (COMPANY): Flock Group Inc	
NAME/TITLE OF AUTHORIZED SIGNER: Dan Haley	
SIGNATURE:  1024FAF1F68A40F...	DATE: 11/17/2025



February 9, 2026

Board of Supervisors
1221 Oak Street, Suite #536
Oakland, CA 94612

Dear Honorable President Haubert and Board of Supervisors,

My Office received the following questions in advance of your Board meeting on Tuesday, February 10, 2026. I am sharing responses for your review.

Item #44 Sheriff - Approve a second amendment (Procurement Contract No. 25630) between the County of Alameda and Flock Safety (Principal: Tory Kornblum; Location: Atlanta, Georgia) for Flock Safety to provide the Automatic License Plate Reader system and related software services, extending the contract period of 7/1/23 - 6/30/25 to a retroactive period ending on 6/30/26 (a one-year extension) increasing the contract amount from \$550,600 to \$854,200 (\$303,600 increase) - CAO Recommends: Approve

Question: What is the use policy? As we understand from advocates, the use policy violated state law.

Response: ACSO's General Order 5.42 governs the use of Automated License Plate Recognition (ALPR) Systems. GO 5.42 was developed in consultation with the Office of County Counsel to comply with CA law. Sheriff's Office GO's undergo periodic review and are modified as needed to ensure ongoing compliance with the law and to address ongoing operations. Updates to GO 5.42 are in the final stages of approval and will be available for public review as soon as possible at <https://www.alamedasheriff.gov/about-us/transparency> by utilizing the embedded file directory to navigate to Sheriff's Office Written Directives > ACSO > ACSO General Orders > Ch. 5 Law Enforcement Operations.

Question: What's the supporting documentation for the assertion that this system helps to solve crime and reduce crime?

Response: The following stats from Jan 1 to Dec 1 2025 to provide some background on the effectiveness of ALPR systems to address crime in the unincorporated communities:

1. How many LPR alerts have we had? 623
2. How many LPR alerts resulted in an arrest? 60
3. How many LPR alerts resulted in the recovery of stolen vehicles? 53
4. How many LPR alerts resulted in the recovery of felony vehicles? 22
5. How many LPR alerts resulted in deputies pulling a report number? 146

The system has led to numerous cases being solved. Notably, in 2024, the suspect in a Dublin murder was apprehended within 24 hours with the use of the ALPR system in Dublin and other California jurisdictions being utilized when the suspect fled. As part of a planned update to the Public Protection Committee on the Real Time Information Center, additional full-year and historical data, along with case studies, can be shared.

Question: Why is this extension being proposed given that ICE can access our information? See: <https://secure-justice.org/blog/why-are-the-alameda-county-sheriff-and-sfpd-sharing-so-much-data-with-287g-agencies>

Response: ACSO does not share data with ICE or other federal agencies. Per CA Law, our policies, and the contract with Flock (original ALPR SSA attached), our data cannot be accessed by any outside agency without ACSO approval. The extension is required to pay for services rendered because the original Board-approved piggyback contract expired. Our frontline staff who manage the ALPR system, along with representatives from Flock, will be available during the Board meeting to respond to any questions from your Board.

In early 2025, ACSO became aware of the issues raised by Secure Justice (link above) and contacted Flock to deactivate the National Lookup Tool for ACSO data. This was completed in March 2025. The Sheriff's Office held a meeting in late 2025 with the CEO of Flock to address our concerns and document their responses. The Alameda County Sheriff's Office (ACSO) remains committed to the responsible use of technology to maintain public safety while protecting the privacy of the communities we serve and ensuring that the tools we employ fully comply with California law. Both the ACSO letter and Flock's response are attached for your review.

Question: What is the plan to seek alternative companies that do not share data with ICE?

Response: ACSO is evaluating our options moving forward. We are coordinating with the Public Protection Committee to present an update on the Real Time Information Center this spring. This will include a status update on the next steps with the ALPR system.

Respectfully submitted,



Yesenia Sanchez, Sheriff-Coroner

Attachments:

December 11, 2025 ACSO Letter to Flock

December 30, 2025 Flock Response to ACSO December 11, 2025 Letter

Standard Services Agreement with Flock dated June 27, 2023



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ
SHERIFF-CORONER

December 11, 2025

Garrett Langley, Chief Executive Officer
Flock Safety
1170 Howell Mill Rd NW, Suite 210
Atlanta, GA 30318

Dear Mr. Langley,

The Alameda County Sheriff's Office (ACSO) is committed to the responsible use of technology as it relates to public safety. This commitment includes protecting the privacy of the communities we serve and ensuring that the tools we employ comply fully with California law.

As you know, automated license plate reader (ALPR) systems are powerful and important investigative tools. Our ability to use them, however, depends upon the public's confidence that data collected in Alameda County will be protected from misuse, including unauthorized access or inappropriate sharing. Recent developments, such as ongoing litigation involving the Oakland Police Department, and allegations regarding unlawful ALPR data access connected to out of state agencies, have reinforced the importance of maintaining strict data-governance practices and transparency from all vendors in this area.

California law clearly prohibits ALPR operators and California agencies from sharing data with any non-California entity, or any private entity, and requires vendors to maintain strict privacy, auditing, and security standards. ACSO expects all its vendors and partners, including Flock Safety, to always remain in full compliance with these requirements. We thank you for meeting with us on December 1, 2025, to discuss these concerns, and for your continued communication, moving forward, with respect to these matters. We request a response, in writing, detailing the measures taken by Flock Safety to ensure continued protection and management of this data.

Additionally, ACSO has reviewed the recent GainSec report, *Examining the Security Posture of an Anti-Crime Ecosystem*, which identified potential vulnerabilities and areas of risk within ALPR-related systems, including aspects relevant to Flock's infrastructure and data governance. While we recognize Flock Safety has security measures and policies in place, the report identifies important considerations for agencies who rely on these systems to protect sensitive data and ensure compliance with the law. To support our continued confidence in these tools, we respectfully request a meeting between our information security and compliance specialists and their counterparts within your organization.

The Alameda County Sheriff's Office remains committed to employing technology in a manner which supports public safety while respecting the rights and the privacy of the communities we serve. Our agency has worked hard to build trust within these areas, and we do not want to see it eroded by improper utilization of these tools. We value working collaboratively with our vendors to enhance public safety. Your continued collaboration is essential to ensure these tools are responsibly and effectively deployed, as our agency will only continue to work with partners we can trust.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Yesenia Sanchez', with a stylized flourish extending to the right.

Yesenia Sanchez
Sheriff – Coroner

Flock Safety

December 30, 2025

Sheriff-Coroner Yesenia Sanchez
Alameda County Sheriff's Office
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612-4305

Via email to: jdmanzo@acgov.org

Dear Sheriff Sanchez,

Thank you very much for your letter of December 11, which only reached me yesterday. I apologize for my delayed response.

Let me begin by being as clear as I possibly can be: we at Flock, and I in particular, agree with every word in your letter, and particularly about the power of ALPR technology, and the crucial importance, in light of that power, of compliance, transparency and – most of all – trust in connection with its use. We understand and regret the concern and community opposition that recent negative publicity about this technology, and about Flock specifically, has caused you and your colleagues, and we appreciated our recent opportunity to meet to address these issues directly.

We were extremely gratified by your support, and that of so many members of the Greater Oakland community, at and surrounding the recent Oakland City Council deliberations about Flock. And we take extremely seriously our continuing obligation to earn that support and trust, every day, through our actions, through clear and transparent communications, and by providing you with technology and support to enable strict and unfailing compliance with the laws, regulations, and community norms that apply to you and your law enforcement professionals.

As we discussed on December 1, your agency, like every agency that uses Flock, has always exercised complete and sole control over access to your data. Flock neither sells data nor shares it without explicit authorization from the controlling agency. We are well aware of the specific prohibitions imposed by California law, and our tools are engineered to enable strict compliance with those prohibitions. That said, as we also discussed, in recent months we have made several enhancements to our tools to ensure that inadvertent sharing cannot and will not occur going forward.

Specifically, in California, upon login, all applicable users must accept an attestation that states: "I acknowledge and agree that my use of the system must be in compliance with California law, and pursuant to Cal. Gov. Code § 7284 et seq. this system may not be used to investigate, interrogate, detain, detect, or arrest persons for immigration purposes." Additionally, local agencies in California are blocked from sharing LPR data with federal and out-of-state agencies. Local agencies also cannot join our National Lookup database.

We are very aware of the report published earlier this year by Jon “GainSec” Gaines, an independent security blogger who had previously participated in Flock’s voluntary ‘bug bounty’ program. Mr. Gaines had disclosed his findings several months prior to publication of his report, and was well aware of their remediation.

Regardless, I’m of course more than happy to arrange a meeting between our Chief Information Security Officer, Chris Castaldo, and whomever you designate from your staff to address any remaining concerns. Please let me know with whom Chris should coordinate, and we’ll work to accommodate your schedules.

Sheriff Sanchez, let me end where I began. We at Flock appreciate your partnership, support, and trust, and understand that the job of earning that trust is a continuous one. We believe in transparency and accountability, both for users of our technologies and, most definitely, for ourselves as the providers of these extremely impactful public safety tools. We are committed to doing whatever it takes to maintain that trust, even and especially in the face of sustained, albeit misinformed, public opposition to LPR technology, and to Flock in particular. We are proud of our role, in partnership with your agency, in making Oakland a safer place to live and thrive, and we look forward to many years of partnership to come.

Best regards,

Garrett Langley
Chief Executive Officer
Flock Group, Inc.

cc. Chris Castaldo, CISO, Flock Safety





Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of June 27, 2023, is by and between the County of Alameda, hereinafter referred to as the "County", and Flock Group, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Automated License Plate Reader ("ALPR") and situational awareness services which are more fully described in Exhibit A hereto ("ALPR Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide ALPR Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010
Exhibit G	Order Form

The term of this Agreement shall be from July 1, 2023 through June 30, 2024.

The compensation payable to Contractor hereunder shall not exceed Two hundred ninety-three thousand dollars (\$293,000) for the term of this Agreement.

Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

FLOCK GROUP, INC.

By: 
Signature

By: DocuSigned by:

AC5C931454C24F3...
Signature

Name: NATE MILEY
(Printed)

Name: Mark Smith
(Printed)

Title: President of the Board of Supervisors

Title: General Counsel

Date: 6/30/2023

Date: 6/14/2023

Approved as to Form:

Donna R. Ziegler, County Counsel

By: DocuSigned by:

073D522074C0401...
Clay J. Christianson
Deputy County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



Master Contract No. XXXXXX
Procurement Contract No. XXXX

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable

to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its

carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless

from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

To County: COUNTY OF ALAMEDA
Eden Township Substation
15001 Foothill Blvd.
San Leandro, CA 94578
(F) (510) 667-3658
Attn: Lt. Brian R. Fernandez

To Contractor: 1170 Howell Mill Road NW
Atlanta, GA 30318
Attn: Mark Smith, General Counsel - Legal Dept

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the

Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION: INTENTIONALLY OMITTED.**
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (*attach SLEB waiver*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to

the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and

enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional years by mutual agreement of the County and the Contractor.

Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

ADDITIONAL PROVISIONS

Item 30, SUBCONTRACTING/ASSIGNMENT: The first sentence in the first paragraph is amended by adding “. . ., which shall in no event be unreasonably withheld, or as otherwise set forth herein. Contractor reserves the right to utilize subcontractors and sub-subcontractors (collectively known as “Sub-contractors”) in performance of services. Contractor represents that all its Sub-contractors (i) will be competent to perform the services; (ii) will exercise commercially reasonable standard in performing these services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of services”.

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties. In the event of conflicting terms between this Agreement and any attachments and/or exhibits, the order of control is first the Agreement, then the attachments and/or exhibits.

County Counsel Signature:  DocuSigned by:
Clay Christianson
673B622674C9494...



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide Alameda County with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:
 - a. In the event of any conflict (direct or indirect) between the Standard Services Agreement and any exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. Any Response by Contractor may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Jesse Mund	Major Accounts Manager	(713)899-6379	jesse.mund@flocksafety.com
Aaron Montez	Project Manager		aaron.montez@flocksafety.com
Derek Porcella	Permitting Manager	(714)865-4101	derek.porcella@flocksafety.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, Alameda County Sheriff's Office.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$293,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT C
INSURANCE REQUIREMENTS



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, the Contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: Flock Group Inc

PRINCIPAL: Mark Smith TITLE: General Counsel

SIGNATURE:  DATE: 6/14/2023



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



Master Contract No. **XXXXXX**
Procurement Contract No. **XXXX**

EXHIBIT F

COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to the policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: Flock Group Inc

PRINCIPAL: Mark Smith

TITLE: General Counsel

SIGNATURE: DocuSigned by:
Mark Smith

DATE: 6/14/2023



EXHIBIT G
ORDER FORM

Customer:	CA - Alameda County SO	Initial Term:	12 Months
Legal Entity Name:	CA - Alameda County SO	Renewal Term:	24 Months
Address:	1401 Lakeside Dr Fl 12 Oakland, California 94612	Payment Terms:	Net 30
		Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	365 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$257,600.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	92	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	\$300.00	92	\$27,600.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$350.00	84	\$29,400.00
Professional Services - Advanced Implementation Fee	\$750.00	8	\$6,000.00
Subtotal Year 1:			\$293,000.00
Annual Recurring Subtotal:			\$257,600.00
Discounts:			\$80,400.00
Estimated Tax:			\$0.00
Contract Total:			\$293,000.00

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	\$293,000.00
Annual Recurring after Year 1	
Contract Total	\$293,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$46,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$34,400.00

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.
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.
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

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of this Agreement (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Services**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”);

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency or collected for Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. Intentionally omitted.

1.3 “**Authorized End User(s)**” shall mean any authorized individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the Flock software and/or firmware embedded or preinstalled on the Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Hardware in the course of providing the Flock Services .

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, 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. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock, including any applicable installation of Embedded Software on Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom utilizing the Flock Services under the rights granted to them through a separate Flock agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 **Intentionally omitted.**

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.17 “**Term**” means the period of performance set forth in an executed purchase order issued by the Agency.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator and any Authorized End Users to access via the Web Interface for a period of one (1) year following completion of the Term for Agency retrieval purposes as required by California State Law. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services 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 Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Flock does not provide additional warranties on behalf of third-party hosting providers. If Agency does not agree to comply with the terms and policies of any third-party service provider upon which Flock’s Services rely to function, Flock may terminate its Services to Agency.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to: (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, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (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 any of the Services or Flock IP; (vi) use the Services, support, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware, unless required to do so due to an emergency situation. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the Flock IP and its components not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the Flock IP and its components for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency, the expiration of the Term will be extended by the duration of any suspension (for any continuous suspension lasting at least one full day) and prorated for the proportion of cameras on the Agency’s account that have been impacted.

2.7 Installation Services.

2.7.1 *Designated Locations.* For installation of Flock Hardware, prior to performing the physical installation of Hardware, Flock shall advise Agency on the recommended location and positioning of the Hardware to achieve optimal license plate image capture, as conditions and location allow. Flock shall finalize location, position and angle of the Hardware (each Hardware location so designated by Agency, a “***Designated Location***”). Flock shall have final discretion on location of Hardware; however, will under no circumstances place Hardware in any location that is expressly against Agency’s approval. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“***Reinstalls***”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware and final discretion on the location of Hardware Reinstalls. However, Flock will under no circumstances place or reinstall Hardware in any location that is expressly against Agency’s approval.

2.7.2 *Agency Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available, Agency is solely responsible for providing a reliable source of 120V AC power to the Hardware, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other Agency-request supplementary costs for services performed in connection with installation of the Hardware, including but not limited to specialized contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“***Agency Installation Obligations***”) in an Agency-issued purchase order. In the event that a Designated Location for the Hardware requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Hardware from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. The Hardware will operate on solar power only unless specifically requested otherwise by Agency, in which case, Agency shall be responsible for any third-party costs associated with the provision of the alternative power. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation, subject to the provisions of 2.7.1 and as specified in an Agency-issued purchase order.

2.7.3 *Flock’s Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Flock Hardware and Services for the length of the Term and will

receive access to the Footage for a period of three (3) business days after the initial installation solely to monitor performance and provide any necessary maintenance as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon at the end of the Term or upon termination of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. In the event such removal will interfere with traffic, Flock shall coordinate such removal with Agency. 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its Services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees as authorized by an Agency-issued purchase order, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties and must be memorialized in an Agency-issued purchase order prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support. Such Special Terms will require a written addendum to this Agreement.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any Flock system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to Agency, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Such changes shall not alter Flock's service obligations under this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Additionally, Agency Obligations shall include any additional provisions specified in an Agency-issued purchase order.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the

Services it believes may be (or alleged to be) in violation of this Agreement or any applicable laws and regulations.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. All data, documents, discussions, features, functionality, performance, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law. 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 will a Party apply less than reasonable precautions to protect such information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such information. Nothing in this Agreement will prevent the receiving Party from disclosing the information, including the Footage and Agency Data, pursuant to any judicial order, provided that the receiving Party gives the disclosing Party reasonable prior notice of such disclosure to contest such order.

4.2 Agency Data. All right, title and interest in the Agency Data, solely belong to the Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). Flock will automatically delete Footage older than one (1) year. This provision shall survive termination of this Agreement or the Term.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of that feedback.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Term) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Flock Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as specified and pre-approved by Agency in an Agency-issued purchase order, together the “*Initial Fees*”) on or before the 30th day following receipt of the Flock invoice. Flock shall have no liability due to any payment delay by the Agency in installing the Hardware and providing the Flock Services. If applicable, Agency shall pay the ongoing Usage Fees set forth in an Agency-issued purchase order with such Usage Fees due and payable prior to each payment period and following receipt of an Agency-approved Flock invoice. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described in an Agency-issued purchase order, together the "Initial Fees") on or before the 30th day following receipt of Flock's initial invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and upon Agency approval, Agency shall pay on or before 30th day following receipt of an Agency-approved invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and, upon Agency approval, Agency shall pay on or before the 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges. The Agency shall reflect any Agency-approved fees and charges in an Agency-issued purchase order. If Agency believes that Flock has billed Agency incorrectly, Agency will contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department.

5.3 Invoicing; Taxes. Flock shall issue invoices in accordance with the Agency-issued purchase order. Agency shall pay Flock based on net thirty (30) day payment terms, provided Agency has issued a purchase order for such invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than taxes based on Flock's net income and taxes, employee compensation, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which Flock is required to pay relating to the employment of employees.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the Initial Term of this Agreement shall be for the period of time set forth on the Agency-issued purchase order. Following the Initial Term, unless otherwise indicated on the Agency-issued purchase order, this Agreement may be renewed for successive renewal terms for the greater of one year and the length set forth on the Agency-issued purchase order (each, a "Renewal Term", and together with the Initial Term the Service Term") upon written notice of renewal prior to the end of the then-current term. , .

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Agency-issued purchase order (the "Initial Term"). Following the Initial Term, unless otherwise indicated on the Agency-issued purchase order, this Agreement may be renewed for successive renewal terms for the greater of one year and the length set forth on the Agency-issued purchase order (each, a "Renewal Term", and together with the Initial Term, the "Service Term") upon written notice of renewal prior to the end of the then-current term.

6.2 Termination for Convenience. At any time during the agreed upon Term, Agency may terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. This fee is the minimum amount required for Flock to remove the Hardware. Upon termination for convenience, a refund will be provided for Hardware, prorated for any prepaid unused fees for the remaining Term length set forth. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering unpaid amounts for Services provided through the date of termination. Flock will notify Agency at least one (1) week prior to removal of all Flock Hardware, and Flock shall at Flock's own convenience, complete removal within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), 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 to the satisfaction of the non-breaching Party prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock, or one of its contractors, shall repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Hardware provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Hardware at no additional cost. In the event that a Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Hardware at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency caused the malfunction or failure of the Flock Hardware or Embedded Software by using it in a manner not permitted under this Agreement.

7.3 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. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or its 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.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 AND THE AGREEMENT, 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. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

7.5 Insurance. Flock will maintain insurance policies in compliance with Agency's insurance requirements and provide Certificates of Insurance to demonstrate compliance.

7.6 Force Majeure. Neither Party is responsible or liable for any delays or failures in performance arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, acts of God, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, severe weather conditions, or acts of hackers. Flock is not responsible or liable for internet service providers or any other third party or acts or omissions of Agency or any Authorized End Users.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS, OFFICERS, AFFILIATES, REPRESENTATIVES, 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, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR CRIME PREVENTION; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000) THIS LIMITATION OF LIABILITY SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA AND DOES NOT APPLY TO CLAIMS RELATING TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR INFRINGEMENT.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8.4 Indemnity. Flock shall defend, indemnify, and hold harmless Agency, its officers, employees, and agents against any claim, loss, damages, expenses, or liability that - directly or indirectly or in whole or in part - arise out of, pertain to, or result in any way from work performed under this Agreement due to the willful, reckless, or negligent acts (active or passive) or omissions by Flock's officers, employees, agents, or subcontractors in the performance of Installation Services on Agency property. The acceptance of said services and duties by Agency shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement. Furthermore, Flock agrees to defend and indemnify Agency of all direct losses, costs, and damages resulting from a determination that the products or services supplied to Agency infringe any third party patent rights, copyrights, or trademarks provided that Agency (1) promptly notifies Flock in writing upon Agency becoming aware of the existence of any such suit, action, proceeding threat; (2) allows Flock sole

control of the defense and/or settlement thereof; and (3) provides such reasonable cooperation as Flock may require. In no event shall Agency consent to any judgment or decree or do any other act in compromise of any such claim without Flock's express prior written consent. In no event will Flock be liable for the payment of any amount agreed to in settlement without Flock's express consent. In the event that Agency is enjoined from use of the products or services provided under this Agreement due to a proceeding based upon infringement of patent, copyright or trademark, Flock shall, at its option, either:

- 13.1 Modify the infringing item(s) at Flock's expense, so it becomes non-infringing; or
- 13.2 Replace the infringing item(s) with equal non-infringing item(s), at Flock's expense; or
- 13.3 Procure, at Flock's expense, the necessary licenses for the Agency to continue using the item(s); or
- 13.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

9. RECORD RETENTION

9.1 Data Preservation. Flock shall store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules for a period of one (1) year following the Term as specified in an Agency-issued purchase order.

10. MISCELLANEOUS

10.1 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 and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party except with the prior written consent of the other Party.

10.3 Entire Agreement. This Agreement, together with any addenda and Agency-issued purchase orders, and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The Parties hereto agree that venue will be in a court of competent jurisdiction in the County of Santa Clara or in the United States District Court for the Northern District of California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency 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 agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." 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.

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

10.09 Authority. The below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 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 facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.11 Counterparts. This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

10.12 Use of Electronic Signatures. Unless otherwise prohibited by law or Agency policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

IN WITNESS HEREOF, the parties represent that this Amendment is executed by duly authorized representatives for each Party as set forth below:

City of San José (Agency)
a mu



By Email: vickie.davis@sanjoseca.gov

Vickie J. Davis

IT & Strategic Procurement Manager

Flock Group, Inc., a Delaware corporation
authc



By Email: alex@flocksafety.com

Alex Latraverse

Chief Revenue Officer

APPE



By Email: diana.yuan@sanjoseca.gov

Diana Yuan

Deputy City Attorney



By Email: michael.molina@flocksafety.com

Michael Molina

Director, Head of Legal