

Flock Safety + GA - Alpharetta PD

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

MAIN CONTACT:
Keith Kenner
keith.kenner@flocksafety.com
4047982998

flock safety



EXHIBIT A
ORDER FORM

Customer:	GA - Alpharetta PD	Initial Term:	60 Months
Legal Entity Name:	GA - Alpharetta PD	Renewal Term:	24 Months
Accounts Payable Email:	jcheatham@alpharetta.ga.us	Payment Terms:	Net 30
Address:	2565 Old Milton Parkway Alpharetta, Georgia 30009	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$238,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	92	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$5,000.00	1	\$5,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	25	\$16,250.00
Subtotal Year 1:			\$254,250.00
Annual Recurring Subtotal:			\$238,000.00
Discounts:			\$232,500.00
Estimated Tax:			\$0.00
Contract Total:			\$1,206,250.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$254,250.00
Annual Recurring after Year 1	\$238,000.00
Contract Total	\$1,206,250.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$232,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

LPR	Unit Price
Flock Safety Falcon	\$2,500
Flock Safety Falcon Flex	\$3,000

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.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

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.
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
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.

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

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

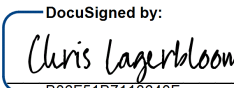
FLOCK GROUP, INC.

By: 
AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 1/16/2024

Customer: GA - Alpharetta PD

By: 
2DC5226B6FD44FB...
Name: Jim Gilvin
Title: Mayor
Date: 1/25/2024
PO Number: _____

Approved as to substance:


B06F51B7110640F...
Chris Lagerbloom, City Administrator

Approved as to form:


8C1EB1DC7C83444...
Ed Howden, City Attorney

**AGREEMENT BETWEEN
FLOCK GROUP, INC. AND
CITY OF ALPHARETTA, GEORGIA**

Contract Addendum

This Contract Addendum supplements those certain Terms and Conditions and Order Form (collectively, the “Agreement”) between **FLOCK GROUP, INC. a/k/a FLOCK SAFETY**, a foreign corporation (the “Contractor”), and **CITY OF ALPHARETTA** a Georgia municipal corporation (the “City”) of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

2. Term of Agreement.

Contractor warrants and represents that it will perform the services described in the Agreement in a prompt and timely manner, which shall not impose delays on the progress of the services. The term of this Agreement (“Term”) shall commence as of validation of Flock Hardware and/or the execution of the Statement of Work as provided in the Order Form, and the services shall be completed, and the Agreement shall terminate on December 31, 2029 (provided that certain obligations will survive termination/expiration of this Agreement). As the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 31 each calendar (contract) year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar (contract) year absent City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

3. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

4. **Confidentiality.**

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act. Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

5. **Termination.**

- a. For Cause. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. 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 prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
- b. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.
- c. Payment Upon Termination. Upon termination, City shall provide for payment to Contractor for services rendered prior to the termination date.
- d. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.
- e. Reservation of Rights and Remedies. The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity.

6. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Contractor is only valid to the extent allowed by Georgia law.

7. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as municipality of Georgia and as a party to this Agreement.

8. Force Majeure.

Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military body; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

9. Material Condition.

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

10. Assignment of Agreement; Subcontractors.

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

11. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.

Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless Contractor shall provide evidence on the forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit “A,” and submitted such affidavit to City. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) to perform services for City, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit “B,” which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Contractor agrees that the employee-number category designated below is applicable to it:

<u> X </u>	500 or more employees
<u> </u>	100 or more employees
<u> </u>	Fewer than 100 employees

Contractor hereby agrees that in the event Contractor employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. If Contractor does not employ or contract with any subcontractor(s) to perform services for City, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, including this Contract Addendum, effective as 1/25/2024.

FLOCK GROUP, INC.,
a foreign corporation

DocuSigned by:
By: Mark Smith
AC5C931454C24F3
Name (printed): Mark Smith
Title (printed): General Counsel

ATTEST:

DocuSigned by:
By: Mark Smith
AC5C931454C24F3
Name (printed): Mark Smith
Title (printed): General Counsel

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:
By:  
2DC5226B6FD44FB
Jim Gilvin, Mayor

Approved as to substance:

DocuSigned by:
By: Chris Lagerbloom
B06F53B7110640F
Chris Lagerbloom, City Administrator

Approved as to form:

DocuSigned by:
By: Ed Howden
8C4EB1D07C83444
Ed Howden, City Attorney

EXHIBIT A

STATE OF GEORGIA

COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

FLOCK GROUP, INC.

Name of Contractor

Name of Project

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023 in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2023.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT B

STATE OF GEORGIA
COUNTY OF FULTON

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification
 Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022 in _____
 (city), _____ (state).

 Date of Authorization

 Signature of Authorized Officer or Agent

 Name of Subcontractor

 Printed Name and Title of Authorized Officer or
 Agent

 Name of Project

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE _____ DAY OF _____, 2022.

 Notary Public

My Commission Expires: _____

[NOTARY SEAL]



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1433513
Federal Work Authorization (E-Verify) User Identification Number

JULY 23, 2019
Date of Authorization

FLOCK GROUP INC
Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JANUARY, 20, 2024 in PACIFICA (city), CA (state).

Signature of Authorized Officer or Agent

MARK SMITH GENERAL COUNSEL
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn Before Me On This The _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

*Please See Attachment
of Notarization
and Seal*

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

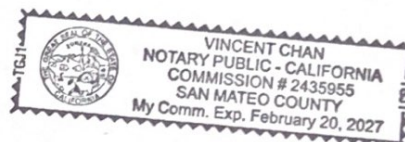
COUNTY OF SAN MATEO }

Subscribed and sworn to (or affirmed) before me on this 20th day of January, 2024

by Mark Antonio Smith

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____



_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: Affidavit Verifying Contractor Participation

Number of Pages: _____

Document Date: _____

Other: _____

Other: _____