

### THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (Effective Date), amends the Agreement entered into by and between the City of Fresno, a California municipal corporation (City), and Flock Group Inc., of Atlanta, Georgia (Contractor)

#### RECITALS

WHEREAS, the City of Fresno Police Department and Contractor entered into a Master Service Agreement (Agreement) dated February 22, 2024, for compensation not to exceed \$1,498,690.41; and

WHEREAS, on October 30<sup>th</sup>, 2024, the City of Fresno Police Department entered into a First Amendment to modify the Agreement with the addition of cameras and services for an increased monetary amount of \$33,250.00, erroneously written as \$33,500.00 in the First Amendment, for an updated total compensation not to exceed \$1,531,940.41; and

WHEREAS, on October 30<sup>th</sup>, 2024, the City of Fresno Police Department entered into a Second Amendment to modify the Agreement for a product exchange to which there were no additional costs or change to the total contract value; and

WHEREAS, the City and Contractor now desire to amend the Agreement to include the Department of Public Utilities for subscription services of cameras and software, for compensation not to exceed \$136,500.00, and a total Agreement compensation not to exceed \$1,668,440.41; and

WHEREAS, with entry into this Agreement, the Contractor agrees it has no claim, demand, or dispute against the City.

#### AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The recitals of this Amendment are incorporated and made a part of the Agreement.
2. Contractor shall provide the services as described in **Attachment A**, attached hereto and incorporated herein by reference.
3. Compensation. The parties acknowledge the total compensation provided in the Agreement is hereby increased to One Million Six Hundred and Sixty Eight Thousand Four Hundred and Forty Dollars and Forty-One cents (\$1,668,440.41).
4. Except as expressly modified by this Amendment, the Agreement remains in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY OF FRESNO,  
a California municipal corporation

FLOCK GROUP Inc.,

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

Signed by: \_\_\_\_\_ 11/14/2024  
By: Garrett Langley  
EC56CC2A250A4B1...  
Name: Garrett Langley

Title: President  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Christine C. Charvat 11/14/2024  
66086C14193B4F5...  
Date  
Deputy City Attorney

Signed by: \_\_\_\_\_ 11/14/2024  
By: Mark Smith  
AC5C931454C24F3...  
Name: Mark Smith

Title: Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

Addresses:  
CITY:  
City of Fresno  
Attention: Anthony White, MBA  
Assistant Director  
Public Utilities-Water Division  
1910 E. University Ave.  
Fresno, CA 93703  
Phone: (559) 621-5314  
E-mail: Anthony.White@fresno.gov

CONSULTANT:  
Flock Group, Inc.  
Attention: Mark Smith  
General Counsel  
1170 Howell Mill Road, NW Suite 210  
Atlanta, GA 30318  
Phone: (866) 901-1781  
E-mail: mark.smith@flocksafety.com

Attachment: Exhibit A – Flock Safety Quote

## Exhibit A – Flock Safety Quote

### **Flock Safety + CA - City of Fresno Dept. of Public Utilities**

---

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

---

MAIN CONTACT:  
Kyle Egkan  
kyle.egkan@flocksafety.com  
7144690389

Created Date: 10/04/2024  
Expiration Date: 11/29/2024  
Quote Number: Q-97617  
PO Number:



**Budgetary Quote**

This document is for informational purposes only. Pricing is subject to change.

Bill To: Fresno, California 93721

Ship To: 2600 Fresno St Fresno, California 93721

Billing Company Name: CA - City of Fresno Dept. of Public Utilities  
 Billing Contact Name:  
 Billing Email Address:  
 Billing Phone:

Subscription Term: 36 Months  
 Payment Terms: Net 30  
 Retention Period: 30 Days  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$42,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety Video Products</b>			
Flock Safety Condor™ PTZ w/ LTE Service	Included	14	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Condor Professional Services - Standard Implementation Fee	\$750.00	14	\$10,500.00

<b>Subtotal Year 1:</b>	\$52,500.00
<b>Annual Recurring Subtotal:</b>	\$42,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$136,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.*

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$52,500.00
<b>Annual Recurring after Year 1</b>	\$42,000.00
<b>Contract Total</b>	\$136,500.00

\*Tax not included

## Product and Services Description

FlockOS Features	Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Condor™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.   *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Condor 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.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera