

C-21-685
refer to
C-21-451



FIRST AMENDMENT TO CONSULTANT CONTRACT

FLOCK GROUP INC.

THIS FIRST AMENDMENT TO CONSULTANT CONTRACT (“First Amendment”) is made and entered into between City of Elk Grove, a California municipal corporation (“City”) and Flock Group Inc., a Delaware corporation registered with the California Secretary of State (“Consultant”), and hereby amends the agreement entered into between the parties on August 20, 2021, as contract number C-21-451 (“Contract”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. It is the intent of the City and Consultant to continue to be bound by all terms and conditions of the Contract, all of which are expressly incorporated into this First Amendment by this reference, except as expressly changed by this First Amendment.
2. The Contract termination date shall be extended from September 30, 2023, and shall terminate at 11:59 p.m. on December 9, 2023, unless modified in the manner provided in Section 10, Amendments, Changes or Modifications or terminated earlier pursuant to Section 11, Termination, of the Contract.
3. City and Consultant agree that compensation to Consultant shall be paid pursuant to the Contract except that the total compensation payable to Consultant under the Contract, as amended herein, is hereby increased by Two Hundred Twenty Four Thousand Eight Hundred Ninety Seven Dollars (\$224,897.00); in no event shall the total compensation to Consultant under the Contract and any amendments thereto exceed Two Hundred Seventy Four Thousand Eight Hundred Ninety Seven Dollars (\$274,897.00), without the City’s prior written approval.



City of Elk Grove
Flock Group Inc.
 Re: License Plate Readers

4. Consultant and City agree to amend Exhibit C, Compensation and Method of Payment, of the Contract, with the revised table as follows:

| Product/Service | Annual Cost/Item | Quantity | Total Annual Cost |
|--|---------------------------|-----------------|----------------------------|
| Flock Falcon Camera System – includes camera hardware, maintenance and support, camera software, software updates, unlimited users, 30 days unlimited data storage, solar panels, poles, LTE connectivity, mounting equipment, and monitoring. | \$2,500.00 | 50 | \$125,000.00 |
| Flock Safety Advanced Search >50 Falcon Camera Systems | \$5000.00 | 1 | \$5000.00 |
| Product/Service | One-Time Cost/Item | Quantity | Total One-Time Cost |
| Implementation Fee* | \$250.00 | 50 | \$12,500.00 |

* One-time fee per camera system

5. The person or persons executing this First Amendment on behalf of the Consultant warrant and represent that they have the authority to execute this First Amendment on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

6. The Contract and this First Amendment constitute the entire agreement between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

7. Consultant and City agree and acknowledge that the provisions of this First Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this First Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this First Amendment shall not be resolved against the drafting party.




City of Elk Grove
Flock Group Inc.
Re: License Plate Readers

AGREED to this 8th day of December, 2021, by the parties as follows.

Approved as to form:

CONSULTANT


By:  11/17/2021 | 11:44 AM PST
Attorney for Consultant

By: Alex Latraverse 11/17/2021 | 11:58 AM PST
Alex Latraverse, Chief Revenue Officer


Approved as to form:

CITY OF ELK GROVE

By: Jonathan P. Hobbs 12/9/2021 | 12:16 PM PST
Jonathan P. Hobbs, City Attorney

By:  12/9/2021 | 11:04 AM PST
Jason Behrmann, City Manager

Attest:

By:  12/9/2021 | 12:18 PM PST
Jason Lindgren, City Clerk