

C-23-200
refer to
C-21-451



SECOND AMENDMENT TO CONSULTANT CONTRACT

FLOCK GROUP INC.

THIS SECOND AMENDMENT TO CONSULTANT CONTRACT (“Second 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”) and the First Amendment entered into between the parties on November 17, 2021, as contract number C-21-685 (“First Amendment).

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 and First Amendment, all of which are expressly incorporated into this Second Amendment by this reference, except as expressly changed by this Second Amendment.
2. The Contract termination date shall be extended from December 9, 2023, and shall terminate at 11:59 p.m. on April 25, 2028, 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 One Million One Hundred Sixty One Thousand Eight Hundred Eleven Dollars (\$1,161,811.00); in no event shall the total compensation to Consultant under the Contract and any amendments thereto exceed One Million Four Hundred Thirty Six



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

Thousand Seven Hundred Eight Dollars (\$1,436,708.00), without the City's prior written approval.

4. Consultant and City agree to amend Exhibit C, Compensation and Method of Payment, of the Contract, as attached to the First Amendment, 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	60	\$150,000.00
FlockOS – integration and analytics software	\$60,000	1	\$60,000
Product/Service	One-Time Cost/Item	Quantity	Total One-Time Cost
Implementation Fee*	\$250	50	\$12,500
Implementation Fee (after 3/1/23)*	\$350	10	waived

* One-time fee per camera system

A credit of \$3,792.00 shall be applied to the first year's invoice following the execution of this amendment for a year one total of \$206,208. Subsequent years shall be billed at \$210,000 per year.

All other terms and conditions of Exhibit C, to the Contract, remain unchanged except as otherwise expressly amended in writing.

5. The person or persons executing this Second Amendment on behalf of the Consultant warrant and represent that they have the authority to execute this Second 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, First Amendment and this Second 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 Second Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Second Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Second Amendment shall not be resolved against the drafting party.



City of Elk Grove
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AGREED to this 12th day of April, 2023, by the parties as follows.

Approved as to form:

CONSULTANT

By: _____
Attorney for Consultant

By: Alex Latraverse 3/15/2023 | 7:45 AM PDT
Alex Latraverse, Chief Revenue Officer

Approved as to form:

CITY OF ELK GROVE

By: Jonathan P. Hobbs 3/15/2023 | 8:11 AM PDT
Jonathan P. Hobbs, City Attorney

By: [Signature] 4/13/2023 | 2:48 PM PDT
Jason Behrmann, City Manager

Attest:

By: [Signature] 4/13/2023 | 2:51 PM PDT
Jason Lindgren, City Clerk