

C-24-092  
refer to  
C-21-451



### THIRD AMENDMENT TO CONSULTANT CONTRACT

#### **FLOCK GROUP, INC.**

THIS THIRD AMENDMENT TO CONSULTANT CONTRACT (“Third 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”), the First Amendment entered into between the parties on November 17, 2021, as contract number C-21-685 (“First Amendment”), and the Second Amendment entered into between the parties on April 12, 2023, as contract number C-23-200 (“Second 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, First Amendment, and Second Amendment, all of which are expressly incorporated into this Third Amendment by this reference, except as expressly changed by this Third Amendment.
2. Consultant and City agree to amend Exhibit C, Compensation and Method of Payment, of the Contract, as attached to the Second Amendment, with the revised table as follows:



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

<b>Product/Service</b>	<b>Annual Cost/Item</b>	<b>Quantity</b>	<b>Total Annual Cost</b>
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
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.	\$3,000.00	18	\$54,000
FlockOS – integration and analytics software	\$60,000	1	\$60,000
<b>Product/Service</b>	<b>One-Time Cost/Item</b>	<b>Quantity</b>	<b>Total One-Time Cost</b>
Implementation Fee*	\$250	50	\$12,500
Implementation Fee (after 3/1/23)*	\$350	10	waived
Implementation Fee (after 3/1/24)*	\$350	18	\$6,300.00

\*One-time fee per camera

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

3. The person or persons executing this Third Amendment on behalf of the Consultant warrant and represent that they have the authority to execute this Third 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.

4. The Contract, First Amendment, Second Amendment, and this Third 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.

5. Consultant and City agree and acknowledge that the provisions of this Third Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Third Amendment and to have such provisions reviewed by legal



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

counsel. Therefore, any ambiguities in construing or interpreting this Third Amendment shall not be resolved against the drafting party.

AGREED to this 28th day of February, 2024, by the parties as follows.

Approved as to form:

**CONSULTANT**

By: Mark Smith 2/22/2024 | 9:52 AM BST  
Attorney for Consultant

By: Alex Latraverse 2/22/2024 | 10:30 AM PST  
Alex Latraverse, Chief Revenue Officer

Approved as to form:

**CITY OF ELK GROVE**

By: Jonathan P. Hobbs 2/28/2024 | 12:59 PM PST  
Jonathan P. Hobbs, City Attorney

By: Jason Behrmann 2/28/2024 | 3:31 PM PST  
Jason Behrmann, City Manager

Attest:

By: Jason Lindgren 2/28/2024 | 3:33 PM PST  
Jason Lindgren, City Clerk