

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF CORONA**  
**AND FLOCK**  
**GROUP, INC.**  
**(AUTOMATIC LICENSE PLATE READING SYSTEMS – FIXED AUTOMATIC**  
**LICENSE PLATE RECOGNITION SYSTEM (ALPR))**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of January, 2023 by and between the City of Corona (“City”) and Flock Group, Inc., a Delaware corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated March 2, 2021 (“Agreement”), whereby Consultant agreed to provide Automatic License Plate Reading System services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Agreement for Automatic License Plate Reading System services dated July 19, 2022 (“First Amendment”) to extend the term of the Agreement to July 31, 2022 and to increase the Total Compensation to \$92,083.00. The Agreement and the First Amendment shall hereinafter be collectively referred to as the “Agreement.”

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time to: (1) extend Term of the Agreement retroactively through June 30, 2025; (2) increase the number of cameras from 28 to 60; (3) increase the Total Compensation to \$562,283.00; (4) replace Exhibit “A” (Scope of Services) with Exhibit “A-1” (Scope of Services); (5) replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services); and (6) replace Exhibit “C” (Compensation) with Exhibit “C-1” (Compensation).

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from March 15, 2021 to June 30, 2025 (“Term”), unless earlier terminated as

provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established

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schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred Six-Two Thousand and Two Hundred and Eighty-Three Dollars and Zero Cents (\$562,283.00) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “A-1”. Exhibit “A” (Scope of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A-1” (Scope of Services) attached hereto and incorporated herein by reference.

3.4 Exhibit “B-1”. Exhibit “B” (Schedule of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “B-1” (Schedule of Services) attached hereto and incorporated herein by reference.

3.5 Exhibit “C-1”. Exhibit “C” (Compensation) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “C-1” (Compensation) attached hereto and incorporated herein by reference.

3.6 Continuing Effect of Agreement. Except as amended by this Second

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Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.7 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.8 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**CITY'S SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND FLOCK GROUP, INC.  
(AUTOMATIC LICENSE PLATE READING SYSTEMS – FIXED AUTOMATIC LICENSE PLATE RECOGNITION SYSTEM (ALPR))**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

Reviewed By: \_\_\_\_\_  
Robert Newman  
Chief of Police

Reviewed By: \_\_\_\_\_  
Dan Bloomfield  
Police Captain

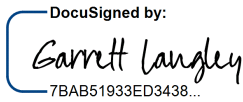
Reviewed By: \_\_\_\_\_  
Jason Perez  
Police Lieutenant

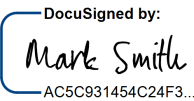
Reviewed By: \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

**CONSULTANT’S SIGNATURE PAGE FOR SECOND AMENDMENT TO BETWEEN  
THE CITY OF CORONA  
AND FLOCK  
GROUP, INC.  
(AUTOMATIC LICENSE PLATE READING SYSTEMS – FIXED AUTOMATIC  
LICENSE PLATE RECOGNITION SYSTEM (ALPR))**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**FLOCK GROUP, INC.** a  
Delaware corporation

By:   
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\_\_\_\_\_  
Garrett Langley  
CEO

By:   
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\_\_\_\_\_  
Mark Smith  
General Counsel and Corporate Secretary

## **EXHIBIT "A-1" SCOPE OF SERVICES**

The Corona Police Department is building a fixed Automatic License Plate Reader (ALPR) project in the south end of the City, near Dos Lagos in the Temescal Valley Benefit Area. The Corona Police Department will deploy fixed ALPRs in strategic areas as a force multiplier and investigative tool to support law enforcement and security efforts within the community. ALPR systems automatically read license plates through an integrated camera system. The license plate information is then queried through local and federal databases against wanted or stolen vehicles, and missing or endangered persons. License plates related to law enforcement investigations can also be uploaded into the ALPR system to alert other law enforcement agencies about vehicles involved in criminal activity or to assist with investigative leads. The required turnkey solution shall meet the following requirements.

### **EQUIPMENT SPECIFICATIONS:**

Consultant shall furnish and install 60 camera systems and software as a service on a one year subscription basis. All hardware shall be under warranty for the entire subscription length. Cameras should have the capability to cover two to three lanes of traffic from a side angle. Three lanes coverage is preferable. The ALPR cameras must have the ability to capture license plates on vehicles traveling 75+ miles per hour. The ALPR must be able to capture license plates during day or night and all styles of license plates including, but not limited to, black and yellow, white, paper and out of state versions.

- GPS capabilities to provide the location of the camera.
- Cloud storage for all videos must comply with CJIS security requirements.
- All software and services required to deploy and operate the ALPR system. The system should have the capability to upload vehicle information as a "Hotlist."
- Data captured by the ALPR system must be available to share with other agencies as needed.
- ALPR software must have the availability of unlimited users for a base price, not a per-user license, and must be capable of use over LTE on mobile MDC's.
- Solar powered with associated battery back-up.

### **INSTALLATION AND TRAINING:**

Consultant shall finalize installation locations with the City Police Department staff. Consultant shall conduct a physical site survey to determine the efficacy of selected locations and recommend alternate locations, if required. Consultant shall obtain any permits required by the City and provide for the installation in the mutually agreed upon locations.

All ALPR cameras to be solar powered with battery backup and mounted to existing City-owned light poles.

Prior to go-live, Consultant shall validate all camera operations and provide training on the use of the system to designated City Police Department personnel. Consultant to schedule training in advance with City staff.

## EXHIBIT “B-1” SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines by City’s Representative.

### Installation Tasks:

Camera Location Verification: 1-3 days

On-site Survey and Place Flags: 5-7 days

Call 811: 7-10 days

Ship Materials and Schedule Installation: 7-10 days

Validate Cameras and Begin Operation: 1-2 days

12 months subscription based service. Subscription service and warranty to period to begin the date City signs-off on the Project and confirms in writing the camera systems are 100% fully functioning and operational on a 24/7/365 days basis.

## EXHIBIT "C-1" COMPENSATION

Furnish and install a total of 60 turnkey camera systems and software on a 12-month subscription based service including, but not limited to, all equipment, parts, installation, training, warranty, taxes and other fees.

### **Original 28 Cameras Installed in 2021**

#### Initial Year Pricing:

12 Months Subscription Service fee - \$70,000 (\$2,500 per camera system)

One time installation fee - \$7,000 (\$250.00 per camera)

Pro-rated Subscription Service fee for May 14, 2022 to July 31, 2022 - \$15,083 Total not to exceed fee \$92,083

#### Option Year Pricing:

Fiscal Year Ending 2023 - total fee not to exceed \$70,000 Fiscal

Year Ending 2024 - total fee not to exceed \$70,000

Fiscal Year Ending 2025 - total fee not to exceed \$70,000

### **Additional 32 Cameras to be Installed Pursuant to Second Amendment to the Agreement**

#### Initial Year Pricing:

12 Months Subscription Service fee - \$80,000 (\$2,500 per camera system)

One time installation fee - \$11,200 (\$350.00 per camera)

Total not to exceed fee \$91,200

#### Option Year Pricing:

Fiscal Year Ending 2024 - total fee not to exceed \$80,000 Fiscal

Year Ending 2025 - total fee not to exceed \$80,000

#### Annual pricing for Falcon Flex camera

Fiscal Year Ending 2023 - total fee not to exceed \$3,000 Fiscal

Year Ending 2024 - total fee not to exceed \$3,000

Fiscal Year Ending 2025 - total fee not to exceed \$3,000



**Certificate Of Completion**

Envelope Id: 122B3EE22F29413DBB48D0578EFB1E85		Status: Sent
Subject: Complete with DocuSign: PD - SECOND AMENDMENT TO AGREEMENT WITH FLOCK GROUP FOR AUTOMATIC LICEN...		
Source Envelope:		
Document Pages: 7	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	Scott Briggs
AutoNav: Enabled		400 S Vicentia Ave
Envelopeld Stamping: Enabled		Corona, CA 92882
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Scott.Briggs@CoronaCA.gov
		IP Address: 52.243.155.252

**Record Tracking**

Status: Original	Holder: Scott Briggs	Location: DocuSign
12/19/2022 11:54:16 AM	Scott.Briggs@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

**Signer Events**

Signature	Timestamp
Alex Latraverse alex@flocksafety.com Chief Revenue Officer Flock Safety Security Level: Email, Account Authentication (None)	Sent: 12/19/2022 12:05:05 PM Viewed: 12/19/2022 2:09:20 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Garrett Langley  
garrett@flocksafety.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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Michelle Adams

michelle.adams@coronaca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dan Bloomfield

dan.bloomfield@coronaca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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12/19/2022 12:05:05 PM

Payment Events	Status	Timestamps
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