

FIRST AMENDMENT

FLOCK SAFETY COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-163

This First Amendment (“First Amendment”) is entered into this ____ day of _____, 20__, by and between the City of Flagstaff, a political subdivision of the State of Arizona and Flock Group, Inc. dba Flock Safety, a Delaware Corporation (“Contractor”). The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, through a Cooperative Purchase Contract dated June 27, 2024, (the “Initial Contract”), the City entered into a contract wherein Contractor agreed to provide FlockOS hardware and software to the City at a cost of **\$124,100, in addition to other fees and taxes;**

WHEREAS, the underlying Agency Contract between Flock Group, Inc. and the City of Tempe – Contract No. T21-119-01 – extends until September 30, 2027, and would allow for a continued contractual relationship between the City and Contractor; and

WHEREAS, the Parties desire to extend the contractual relationship; and Contractor has provided a Quote dated July 30, 2025 to provide a 12-month subscription to FlockOS hardware and software to the City at an additional cost of **\$112,000, in addition to other fees and taxes.**

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, in consideration for the mutual promises contained herein, the Parties agree as follows. Deleted text has a ~~strikethrough~~ and new text is **BOLDED AND ALL CAP**:

A. Paragraph 1. Materials and or Services Purchased:

Contractor shall provide to the City the materials and or services, as specified in the ScopeS of Work attached **TO THE INITIAL CONTRACT AND THE FIRST AMENDMENT** as Exhibit A AND EXHIBIT A.1, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

FLOCKOS HARDWARE AND SOFTWARE

B. Paragraph 2. Specific Requirements of City:

Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the ScopeS of Work attached **TO THE INITIAL CONTRACT AND THE FIRST AMENDMENT** as Exhibit A, AND EXHIBIT A.1, and incorporated by reference.

C. Paragraph 3. Payment:

3.1 Payment to Contractor for the materials and/or services for ~~ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$124,000.00), in addition to other fees and taxes;~~ made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of

the Parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the annual contract price, as amended, is less than \$100,000; otherwise, City Council approval is required.

3.2 PAYMENT FOR THE INITIAL CONTRACT WAS A COST OF ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$124,100.00), IN ADDITION TO OTHER FEES AND TAXES.

3.3 PAYMENT FOR THE FIRST AMENDMENT AS SPECIFIED IN EXHIBIT A.1 SHALL BE AN ADDITIONAL COST OF ONE HUNDRED TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$112,000.00), IN ADDITION TO OTHER FEES AND TAXES.

3.4 THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THE INITIAL CONTRACT AND THE FIRST AMENDMENT IS TWO HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$236,100.00), IN ADDITION TO OTHER FEES AND TAXES.

D. Under Paragraph 4. Terms and Conditions of Agency Contract Apply, the provisions of the Agency Contract, attached to the Initial Contract as Exhibit B, apply to the contractual relationship between the City and Contractor. However, the Parties have entered into this agreement to modify certain provisions of that Agency Contract limiting access to data from 30 days to 14 days, as identified below:

GOVERNMENT AGENCY CUSTOMER AGREEMENT
FLOCK GROUP INC. – CITY OF TEMPE POLICE DEPARTMENT

SECTION 2.1; FLOCK SERVICES AND SUPPORT. Provision of Access.

Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferrable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, an any Authorized End Users to access via the Web Interface for ~~30~~ **14** days.

SECTION 4.2; Agency and Non-Agency End User Data.

This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than ~~30~~ **14** days. Agency has a ~~30~~ **14**-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

E. All other terms and conditions of the Initial Contract, except to the extent modified herein, remain in full force and effect.

F. The Recitals are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date hereinbefore indicated.

City of Flagstaff

Flock Group, Inc. dba Flock Safety

By: _____
City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Exhibit A.1
DECEMBER 5, 2025 QUOTE
(attached)

Flock Safety + AZ - Flagstaff PD

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

MAIN CONTACT:
Ashlee Adeli
ashlee.adeli@flocksafety.com
(470) 508-5771

Created Date: 12/05/2025
Expiration Date: 08/29/2025
Quote Number: Q-154097
PO Number:



Budgetary Quote

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

Bill To: 911 E Sawmill Rd Flagstaff, Arizona 86001

Ship To: 911 E Sawmill Rd Flagstaff, Arizona 86001

Billing Company Name: AZ - Flagstaff PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 14 Days

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|----------|----------|---------------------|
| Flock Safety Platform | | | \$112,000.00 |
| Flock Safety Platform | | | |
| Flock Safety Platform - Essentials | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 31 | Included |
| Flock Safety LPR Flex, fka Falcon Flex | Included | 4 | Included |
| Solar Long-Range LPR, fka Solar Falcon LR | Included | 1 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|----------------------|------|----------|-------|
| One Time Fees | | | |

| | |
|-----------------------------------|--------------|
| Subtotal Year 1: | \$112,000.00 |
| Annual Recurring Subtotal: | \$112,000.00 |
| Estimated Tax: | \$10,512.32 |
| Contract Total: | \$112,000.00 |

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.

Product and Services Description

| FlockOS Features | Description |
|---|---|
| Flock Safety Platform - Essentials | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. |
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flock Safety LPR Flex, fka Falcon Flex | Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Solar Long-Range LPR, fka Solar Falcon LR | Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only |

FlockOS Features & Description

| FlockOS Features | Description |
|--|--|
| Community Network Access | The ability to request direct access to feeds from privately owned Flock Safety 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. |
| 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 |