SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

MOTION NO. 25-175

APPROVING AMENDMENT 1 TO THE MASTER SERVICES AGREEMENT FOR VEHICLE IDENTIFICATION CAMERAS WITH FLOCK GROUP, INC.

WHEREAS, Flock Group, Inc. has developed vehicle identification cameras that are able to recognize license plates and unique vehicle characteristics. The system does not rely on facial recognition or detect the gender or race of the vehicle occupants; and

WHEREAS, Snohomish County entered into an agreement on January 23, 2025, with Flock Group, Inc. for the installation of, and access to 12 Flock Cameras and the Flock OS System for a two-year term with three successive one-year renewal options; and

WHEREAS, Flock Group, Inc. has determined that existing poles and structures can be utilized for camera installation, thereby lowering the cost to Snohomish County; and

WHEREAS, the parties desire to update pricing in the agreement to reflect this cost savings; and

WHEREAS, Snohomish County desires to decrease the current contract amount by \$5,500;

NOW, THEREFORE, ON MOTION, the County Council hereby approves the Amendment Replacing Attachment A in the Master Services Agreement for Vehicle Identification Cameras with Flock Group, Inc. and authorizes the County Executive to sign the necessary contract documents.

PASSED this 9th day of April, 2025.

SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

Council Chair

ATTEST:

Macuntas

Deputy Clerk of the Council

AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT BETWEEN SNOHOMISH COUNTY AND FLOCK GROUP, INC.

This Amendment No. 1 to the Master Service Agreement Between Snohomish County, a political subdivision of the State of Washington, and Flock Group, Inc, a Delaware Corporation with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318

The Parties executed a Master Services Agreement on January 23, 2025 ("Master Agreement");

The Parties now desire to amend the Order Form attached as Exhibit A.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Master Agreement as follows:

- 1. Order Form attached as Exhibit A to the Master Agreement, shall be removed and replaced with Amendment No. 1 Order Form Exhibit A, attached hereto and hereby incorporated by reference.
- 2. Except as expressly provided in this Amendment No. 1, all terms and conditions of the Master Agreement are ratified and affirmed and remain in full force and effect.
- 3. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

Flock Group:

Mark Smith

signed by: Mark Smith AC5C931454C24F3...

3/27/2025

Snohomish County: Klein, Ken Date: 2025.04.10 16:21:16 -07/00

County Executive Ken Klein Executive Director

Approved as to Form:

Downs, Lyndsey Digitally signed by Downs, Lyndsey Date: 2025.03.20 15:21:53 -07'00'

Deputy Prosecuting Attorney

Flock Safety + WA - Snohomish County SO

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

MAIN CONTACT: Garret Thomson garret.thomson@flocksafety.com 3603207063

ffock safety

f'ock safety

EXHIBIT A ORDER FORM

| Customer: | WA - Snohomish County SO | Initial Term: | 24 Months |
|------------------------|---|---|--|
| Legal Entity Name: | WA - Snohomish County SO | Renewal Term: | 24 Months |
| ccounts Payable Email: | | Payment Terms: | Net 30 |
| Address: | 3000 Rockefeller Ave Everett, Washington 98201 | Billing Frequency: Retention Period: | Annual Plan - First Year Invoiced at Signing. 30 Days |

Hardware and Software Products

Ac

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|------------------------------|----------|----------|-------------|
| Flock Safety Platform | | | \$36,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS TM - Essentials | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 12 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|----------|----------------------------|-------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 12 | \$1,800.00 |
| | | Subtotal Year 1: | \$37,800.00 |
| | | Annual Recurring Subtotal: | \$36,000.00 |
| | | Estimated Tax: | \$7,306.20 |
| | | Contract Total: | \$73,800.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires selfinstallation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$37,800.00 |
| Annual Recurring after Year 1 | \$36,000.00 |
| Contract Total | \$73,800.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description | |
|------------------------------|---|--|
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users. | |
| | One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. | |
| FlockOS ™ - Essentials | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. | |

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. |
| ESRI Based Map Interface | Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture. |
| 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 & 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 |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <u>https://www.flocksafety.com/terms-and-conditions</u>

The Parties have executed this Agreement as of the dates set forth below.

| FLOCK GROUP. INC. | | Customer: WA - Snohon | Customer: WA - Snohomish County SO | |
|-------------------|-------------------------------|-----------------------|--|--|
| By: | Mark Smith AC5C931454C24F3 | By: Klein, | Digitally signed by Klein, Ken Date: 2025.04.10 16:20:19 -07'00' | |
| Name: | Mark Smith | Name: Ken Klein | | |
| Title: | General Counsel | Executive I | Director | |
| Date: | 3/27/2025 | Date: | | |
| | | PO Number: | | |