



**SAINT PAUL
MINNESOTA**

**CITY OF SAINT PAUL
AGREEMENT**

PURCHASER (Referred to as “The City”)

City of Saint Paul
15 W Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900

CONTRACTOR

Flock Safety
1170 Howell Mill Rd
Atlanta, GA 30318

Contract No: 5002
Effective Date: February 1, 2025
Expiration Date: January 31, 2026
Contract Description: MC-SPPD-STATIONARY LPR SYSTEM-FLOCK SAFETY

Contacts

Buyer Contact Information:
Chanel Scott - Chanel.Scott@ci.stpaul.mn.us

City Project Manager Contact Information:
Commander Eric Vang-Sitcler - Eric.Vang-Sitcler@ci.stpaul.mn.us
Michele Bunce - Michele.Bunce@ci.stpaul.mn.us

Contractor Project Manager Contact Information:
Matt Leon - Matt.Leon@flocksafety.com

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
PROFESSIONAL SERVICES	SEE EXHIBIT A - SOW	8P	50,400.00000

City Terms and Conditions Professional Services Agreement Master Contract (City)

This “**Agreement**,” made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**,” and the above-named Contractor, hereinafter referred to as “**Contractor**.” The City and Contractor each a “**Party**” and collectively the “**Parties**.” The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

Section 1. Definitions.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section.

“Agreement” means the order form (to be provided as Exhibit ____ “Order Form”), these terms and conditions, and any document therein incorporated by reference.

“Anonymized Data” means City Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

“Authorized End User(s)” means any individual employees, agents, or contractors of City accessing or using the Services, under the rights granted to City pursuant to this Agreement.

“City Data” means the data, media, and content provided by City through the Services. For the avoidance of doubt, the City Data will include the Footage.

“City Hardware” means the third-party camera owned or provided by City and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

“Effective Date” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

“Embedded Software” means the Contractor proprietary software and/or firmware integrated with or installed on the Contractor Hardware or City Hardware.

“Contractor Hardware” means the Contractor device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Contractor Services as specifically set forth in the applicable Order Form.

“Contractor IP” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to City and/or its Authorized End Users. Contractor IP does not

“Contractor Services” means the provision of Contractor’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

“Footage” means still images, video, audio, and other data captured by the Contractor Hardware or City Hardware in the course of and provided via the Contractor Services.

“Integration Data” means any distribution of data from a City requested third party integration.

“Installation Services” means the services provided by Contractor for installation of Contractor Services.

“Permitted Purpose” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

“Retention Period” means the time period that the City Data is stored within the cloud storage, as specified in the applicable Order Form. Contractor deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. City shall be responsible for extracting, downloading and archiving Footage from the Contractor Services on its own storage devices.

“Term” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

“Web Interface” means the website(s) or application(s) through which City and its Authorized End Users can access the Services.

Section 2. Scope of Services, Time for Completion, and Commencement of Work.

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the “Services”) articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The Services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The Services will be provided in accordance with the written schedule mutually agreed upon with the City, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the City. In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the City’s discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Contractor hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Contractor Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“User ID”). City shall be responsible for all acts and omissions of Authorized End Users. City shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Contractor may use the services of one or more third parties to deliver any part of the Contractor Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

Embedded Software License. Contractor grants City a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Contractor Services, solely as necessary for City to use the Contractor Services.

Support Services. Contractor shall monitor the Contractor Services, and any applicable device health, in order to improve performance and functionality. Contractor will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Contractor will provide City with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “Support Services”).

Updates to Platform. Contractor may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Contractor’s products or services to its agencies, the competitive strength of, or market for, Contractor’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

Service Interruption. Services may be interrupted in the event that: (a) Contractor’s provision of the Services to City or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Contractor IP by a third party; or (e) scheduled or emergency maintenance (“Service Interruption”). Contractor will make commercially reasonable efforts to provide written notice of any Service Interruption to City, to provide updates, and to resume providing access to Contractor Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Contractor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that City or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by City’s direct actions or by the actions of parties associated with the City, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, City will receive a credit for five (5) free days at the end of the Term.

Service Suspension. Contractor may temporarily suspend City’s and any Authorized End User’s access to any portion or all of the Contractor IP or Contractor Service if (a) there is a threat or attack on any of the Contractor IP by City; (b) City’s or any Authorized End User’s use of the Contractor IP disrupts or poses a security risk to the Contractor IP or any other City or vendor of Contractor; (c) City or any Authorized End User is/are using the Contractor IP for fraudulent or illegal activities; (d) City has violated any term of this provision, including, but not limited to, utilizing Contractor Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Contractor Services through City’s account (“Service Suspension”). City shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by City, the Term will be tolled by the duration of the Service Suspension.

Hazardous Conditions. Contractor Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Contractor is to perform services under this Agreement, Contractor shall have the right to cease work immediately.

Section 3. Project Management, Installation Services & Obligations.

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of

the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City. The City has designated the individual on Page one (1) as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

Ownership of Hardware. Contractor Hardware is owned and shall remain the exclusive property of Contractor. Title to any Contractor Hardware shall not pass to City upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, City is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Contractor Hardware. City agrees and understands that in the event City is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by City. City shall not perform any acts which would interfere with the retention of title of the Contractor Hardware by Contractor. Should City default on any payment of the Contractor Services, Contractor may remove Contractor Hardware at Contractor's discretion. Such removal, if made by Contractor, shall not be deemed a waiver of Contractor's rights to any damages Contractor may sustain as a result of City's default and Contractor shall have the right to enforce any other legal remedy or right.

Deployment Plan. Contractor shall advise City on the location and positioning of the Contractor Hardware for optimal product functionality, as conditions and locations allow. Contractor will collaborate with City to design the strategic geographic mapping of the location(s) and implementation of Contractor Hardware to create a deployment plan ("Deployment Plan"). In the event that Contractor determines that Contractor Hardware will not achieve optimal functionality at a designated location, Contractor shall have final discretion to veto a specific location, and will provide alternative options to City.

Changes to Deployment Plan. After installation of Contractor Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.Contractorsafety.com/reinstall-fee-schedule>). City will receive prior notice and confirm approval of any such fees.

City Installation Obligations. City is responsible for any applicable supplementary cost as described in the City Implementation Guide, attached hereto as Exhibit C. City represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Contractor to install the Contractor Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

Contractor's Obligations. Installation of any Contractor Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Contractor Hardware, Contractor shall restore the location to its original condition, ordinary wear and tear excepted. Contractor will continue to monitor the performance of Contractor Hardware for the length of the Term. Contractor may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Contractor's use of such subcontractor or third party shall not release Contractor from any duty or liability to fulfill Contractor's obligations under this Agreement.

Section 4. Billings, Invoices, Notice of Changes to Fees & Taxes.

City shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, City shall pay all invoices net thirty (30) days from the date of receipt. If City believes that Contractor has billed City incorrectly,

City must contact Contractor no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. City acknowledges and agrees that a failure to contact Contractor within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Contractor may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Contractor shall provide at least thirty (30) days' prior written notice to the City of the payment delinquency before exercising any suspension right.

In the event of any changes to fees, Contractor shall provide City with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

To the extent City is not a tax exempt entity, City is responsible for all taxes, levies, or duties, excluding only taxes based on Contractor's net income, imposed by taxing authorities associated with the order. If Contractor has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which City is responsible, the appropriate amount shall be invoiced to and paid by City unless City provides Contractor a legally sufficient tax exemption certificate and Contractor shall not charge City any taxes from which it is exempt. If any deduction or withholding is required by law, City shall notify Contractor and shall pay Contractor any additional amounts necessary to ensure that the net amount that Contractor receives, after any deduction and withholding, equals the amount Contractor would have received if no deduction or withholding had been required.

Section 5. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services.

City Obligations. Contractor will assist City Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Contractor with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. City and Authorized End Users may not transfer their account to anyone else without prior written permission of Contractor. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, City shall not designate Authorized End Users for persons who are not officers, employees, or agents of City. Authorized End Users shall only use City-issued email addresses for the creation of their User ID. City is responsible for any Authorized End User activity associated with its account. City shall ensure that City provides Contractor with up-to-date contact information at all times during the Term of this Agreement. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Contractor Services (e.g., laptops, internet connection, mobile devices, etc.). City shall (at its own expense) provide Contractor with reasonable access and use of City facilities and City personnel in order to enable Contractor to perform Services (such obligations of City are collectively defined as "City Obligations").

City Representations and Warranties. City represents, covenants, and warrants that City shall use Contractor Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

Section 6. Amendment or Changes to Agreement.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services.

City Obligations. Contractor will assist City Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Contractor with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. City and Authorized End Users may not transfer their account to anyone else without prior written permission of Contractor. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, City shall not designate Authorized End Users for persons who are not officers, employees, or agents of City. Authorized End Users shall only use City-issued email addresses for the creation of their User ID. City is responsible for any Authorized End User activity associated with its account. City shall ensure that City provides Contractor with up-to-date contact information at all times during the Term of this Agreement. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Contractor Services (e.g., laptops, internet connection, mobile devices, etc.). City shall (at its own expense) provide Contractor with reasonable access and use of City facilities and City personnel in order to enable Contractor to perform Services (such obligations of City are collectively defined as “City Obligations”).

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Section 7. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, deposited in United States Certified Mail, or via electronic mail with Return Receipt Requested. Notice will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

Contractor Notices Address:
1170 Howell Mill Road, NW, Suite 210
Atlanta, GA 30318
ATTN: Legal Department
EMAIL: legalContractorflocksafety.com

City Notices Address:
15 W. Kellogg Blvd., Suite 280
Saint Paul, MN 55102
ATTN: Chanel Scott
EMAIL: chanel.scott@ci.stpaul.mn.us

Section 8. Survival of Obligations.

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 9. Data & Licensing, Records, Confidentiality & Disclosure of Footage.

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work product” means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor’s Services under this Agreement.

“Supporting documentation” means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor’s Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

“Business records” means any books, documents, papers, account records and other evidence, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

City Data. As between Contractor and City, all right, title and interest in the City Data, belong to and are retained solely by City. City hereby grants to Contractor a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the City Data and perform all acts as may be necessary for Contractor to provide the Contractor Services to City. Contractor does not own and shall not sell City Data.

City Generated Data. Contractor may provide City with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by City (“City Generated Data”). City shall retain whatever legally cognizable right, title, and interest in City Generated Data. City understands and acknowledges that Contractor has no obligation to monitor or enforce City’s intellectual property rights of City Generated Data. City grants Contractor a non-exclusive, irrevocable, worldwide, royalty-free, license to use the City Generated Data for the purpose of providing Contractor Services. Contractor does not own and shall not sell City Generated Data.

Anonymized Data. Contractor shall have the right to collect, analyze, and anonymize City Data and City Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. City hereby grants Contractor a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Contractor offerings. Parties understand that the aforementioned license is required for continuity of Services. Contractor does not own and shall not sell Anonymized Data.

Data Distribution. City may, upon request, choose to integrate Contractor Services with a third party to either distribute Integration Data or City Data (such third party, “Recipient”). Upon such request, City

hereby grants to Contractor a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute City Data and/or Integration Data, as required by the requested distribution. City acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Contractor's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

Work Product. All work products and supporting documentation must be delivered to the City, and will become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not a Service specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the City or any third party

The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Services performed under this Agreement without prior knowledge and written consent of the City.

In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must be delivered to the City by Contractor by the termination date without further obligation of the City to Contractor except for payment of amounts due and owing for Services performed and expenses incurred to the date and time of termination.

Business Records. The Contractor must maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

MGDPA. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the MGDPA and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessee warnings. The Contractor's duties and obligations within this section shall survive the expiration of this Agreement.

Confidentiality. To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Contractor includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of City includes non-public data provided by City to Contractor or collected by Contractor via Contractor Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The

Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

Usage Restrictions on Contractor IP. Contractor and its licensors retain all right, title and interest in and to the Contractor IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. City further acknowledges that Contractor retains the right to use the foregoing for any purpose in Contractor's sole discretion. City and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Contractor Services or any software provided hereunder; modify, translate, or create derivative works based on the Contractor Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Contractor IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Contractor IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Contractor Services or Contractor IP; (v) use the Contractor Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, City's rights. There are no implied rights.

Disclosure of Footage. Subject to and during the Retention Period, Contractor may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Contractor has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

Section 10. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications.

A. Requirements.

Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public

assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

B. Specifications.

When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 11.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 dollar registration fee.

Section 12. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor must apply for, pay for, obtain all permits and/or licenses required and keep such in force during the performance under this Agreement.

Section 13. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, their involvement in this Agreement does not result in a conflict of interest with any part or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

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Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, their involvement in this Agreement does not result in a conflict of interest with any part or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

Section 14. Limitation of Liability, Indemnity/Hold Harmless.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, Contractor, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS

AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND CONTRACTOR'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY City TO Contractor FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT Contractor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

Contractor Indemnity. Contractor shall indemnify and hold harmless City, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Contractor's installation of Contractor Hardware, except for where such damage or injury was caused solely by the negligence of the City or its agents, officers or employees. Contractor's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

Section 15. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

Section 16. Term & Termination.

Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Contractor Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, 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 City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

Termination. Upon termination or expiration of this Agreement, Contractor will remove any applicable Contractor Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Contractor, and Contractor is unable to cure within the Cure Period, Contractor will refund City a pro-rata portion of the pre-paid fees for Services not received due to such termination. In the event of termination, the City will pay Contractor for all Services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

Section 17. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts

If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

Section 18. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement will be construed so as to find the Contractor an employee of the City, and Contractor is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 19. Waiver.

Lack of enforcement by the City of any breach of this Agreement does not constitute a waiver of the City's right to enforce any subsequent breach or default.

Section 20. Subcontracting.

A. Written Approval Required.

The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the City. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractors

B. Subcontractor Agreements.

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

C. Subcontractor Payment.

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

Section 21. Force Majeure.

Neither the City nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Special Terms.

Contractor may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon City's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

Publicity.

Upon prior written consent, Contractor has the right to reference and use City's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

Feedback.

If City or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, City or Authorized End User hereby assigns to Contractor all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

Export.

City may not remove or export from the United States or allow the export or re-export of the Contractor IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign City or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Contractor Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Contractor is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Contractor system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Headings.

The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

Authority.

Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

Non-Appropriation.

Notwithstanding any other provision of this Agreement, all obligations of the City under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, City shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

Section 22. Entire Agreement.

This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.Contractorsafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement.

Section 23. Insurance.

A. Contractors.

Contractors must carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding “additional insured” endorsement outlining policy coverage for the City. The policy must include an “all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors and/or Independent Contractors.

If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

C. Insurance Limits.

1. General or Business Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising Errors and Omissions
\$1,000,000 per occurrence
\$1,000,000 aggregate

2. Automobile Insurance.

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury
\$750,000 per person
\$1,000,000 per accident Property Damage
Not less than \$50,000 per accident
Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from insurance company.

Bodily Injury
\$30,000 per person
\$60,000 per accident Property Damage
\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident
\$500,000 per employee;
\$500,000 per disease policy limit.

4. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

5. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence

\$1,000,000 aggregate

6. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:

Pollution Liability / Hazardous Waste

\$1,000,000 per occurrence

\$1,000,000 aggregate

Builder's Risk Insurance: Required for the cost of the project.

Fireworks Insurance: Required in the amount of \$5,000,000 minimum when fireworks will be used at an event to be held on City property.

Liquor Liability Insurance: Required when liquor will be served at an event. Limits are dependent on the size of the event, but must not be less than:

\$1,000,000 per occurrence

\$1,000,000 aggregate

D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City of Saint Paul.

Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance include all required insurance coverage for the project is approved, and the Project manager has issued a notice to proceed.

Contract must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 24. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 25. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement)

containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 26. Additional Terms and Conditions Incorporated by Reference.

The City may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, City Terms and Conditions with related attachments supersede Contractor proposals or attachments.

Section 27. Additions.

During the contract period, the City reserves the right to request pricing for and add to the contract a limited number of like services or items to accommodate the need for any services or items that may have been inadvertently omitted from the scope of work included in Exhibit A.

Section 28. Non-Exclusive Services/Scope of Work.

The City reserves the right to establish additional Master Contracts and/or do competitive solicitations for needed products or services deemed to be in their interest.

Section 29. Exhibits.

As so referenced in these terms and conditions, the Exhibits, project specific specifications and related documents attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A: Scope of Work

Exhibit B: Contractor Order Form (to be attached)

EXHIBIT A

Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the City] under the City Terms and Conditions agreed upon by the Parties, (the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

Project Description and Purpose:

The purpose of this project is to install sixteen static license plate recognition cameras to improve investigations of crimes connected to vehicles.

These are proprietary Flock Safety Falcon® ALPR Cameras with a FlockOS® Real Time Crime Center integrated solution. The comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Cameras integrate with the Axon ALPRs in every Saint Paul Police Department (“SPPD”) squad car.

This one-time Professional Services engagement includes site and safety assessment of existing vertical infrastructure locations, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

In short, this is ALPR cameras and the software to use them.

Scope of Work:

Flock will ship and install 16 Flock Falcon cameras to already existing poles at the following locations:

- Whitebear/Maryland
- Barclay/Maryland
- 7th/Kellogg Blvd
- Rice/University
- Snelling/University

Then, Flock will work with the SPPD Technology Unit to install cameras following a procedure similar to our CCTV system.

During this process, Flock will work with the Office of Technology and Communications to integrate their system in such a way that it will allow us to leverage Axon LPR data to improve investigations.

Compensation Terms:

Not to exceed \$50,400 which is due at contract signing.



EXHIBIT B
ORDER FORM

Customer:	MN - St Paul PD	Initial Term:	12 Months
Legal Entity Name:	MN - St Paul PD	Renewal Term:	24 Months
Accounts Payable Email:	eric.vang-sitcler@ci.stpaul.mn.us	Payment Terms:	Net 30
Address:	367 Grove St Saint Paul, Minnesota 55101	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Flock Safety Platform			\$48,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	16	Included

Professional Services and One Time Purchases

One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	16	\$2,400.00
Subtotal Year 1:			\$50,400.00
Annual Recurring Subtotal:			\$48,000.00
Estimated Tax:			\$0.00
Contract Total:			\$50,400.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation 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.

*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.*

Billing Schedule

Year 1	
At Contract Signing	\$50,400.00
Annual Recurring after Year 1	\$48,000.00
Contract Total	\$50,400.00

*Tax not included

Product and Services Description

Flock Safety 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.
Professional Services - Existing Infrastructure Implementation Fee	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.

City of Saint Paul
15 W Kellogg Blvd
Saint Paul, MN 55102

Flock Safety
1170 Howell Mill Rd
Atlanta, GA 30318

City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Contractor:

Signed by:
Mark Smith
AC5C931454C24F3...

Signature

Mark Smith

Printed Name

General Counsel

Title

2/12/2025

Date