

AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”) and **FLOCK GROUP, INC.**, an independent contractor and corporation, whose address is 1170 Howell Mill Road NW, STE 210, Atlanta, Georgia 30318 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the County of Dutchess through its District Attorney’s Office desires the services of contractor to provide a leased access to its Flock Safety OS and Flock Safety LPR Products, and

WHEREAS, the Contractor is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** The Contractor shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in **Exhibit “A”** annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. **TERM OF AGREEMENT.** This Agreement shall be effective **March 29, 2024, and shall terminate on August 28, 2025,** unless otherwise terminated as set forth herein.

For Flock OS and Flock Safety Falcon Products: the term of the equipment leases shall commence upon the start of installation of the 21 leased cameras.

3. **EXTENSION.** This Agreement (for any and all leased equipment/products referenced in Paragraph 2 above) may be extended for an additional period of one year, from the original Agreement date, upon such terms and conditions as may be agreed between the parties not to exceed **August 28, 2026.**

4. **PAYMENT.** As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed **SIXTY-THREE THOUSAND and 00/100 (\$63,000.00) DOLLARS**, pursuant to the itemization of services as set forth in **Exhibit “A”**. The County does not pay sales taxes.

Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Contractor upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. INDEPENDENT CONTRACTOR STATUS. The Contractor agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor or its employees; that the Contractor shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Contractor shall have no workers' compensation or disability coverage through the County for the Contractor or its employees, and that the Contractor shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

6. INDEMNIFICATION. The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Contractor and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**

- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Contractor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000 per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Contractor may be suspended in the event the Contractor and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

8. QUALIFICATIONS OF CONTRACTOR. The Contractor specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

9. DECLARATION BY CONTRACTOR. Contractor declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

10. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

Contractor shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

11. RETENTION OF RECORDS. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

12. NON-ASSIGNMENT. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

13. TERMINATION. *With cause*. The County may terminate this Agreement upon thirty (30) days subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill its obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to

the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

14. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County District Attorney's Office
236 Main Street
Poughkeepsie, New York 12601

Flock Group, Inc.
1170 Howell Mill Road, Suite 210
Atlanta, GA 30318
ATTN: Legal Department

16. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service is complete in which to respond.

21. NOTICE OF INTENT TO SUE. (a) Contractor agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Contractor shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Contractor believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. AUDIT. Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and sub-contractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Contractor shall not be entitled to any interim or final

payment under this Agreement, ***and any overpayment may be recouped***, if any audit requirements and/or requests have not been satisfactorily met ***or if any expenditures or fees by the Contractor are determined to be irregular by the auditor***. This paragraph shall survive the termination of the Agreement.

25. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

26. CONTRACTORS OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

27. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

28. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

29. ENFORCEMENT EXPENSES. Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to

withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

31. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

32. CONFIDENTIALITY. The Contractor shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

33. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

34. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this 27th day of March, 2024.

APPROVED AS TO FORM:

T. Phelan
County Attorney's Office

APPROVED AS TO CONTENT:

[Signature]
District Attorney

ACCEPTED: COUNTY OF DUTCHESS

BY: Sue Serino
Rachel M. Kashimer Susan J. Serino
Deputy County Executive

FLOCK GROUP, INC.

DocuSigned by:
BY: Mark Smith
Name: Mark Smith
Title: General Counsel

**Flock Safety + NY - Dutchess County
District Attorney**

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

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

EXHIBIT A

flock safety

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	NY - Dutchess County District Attorney	Initial Term:	12 Months
Legal Entity Name:	NY - Dutchess County District Attorney	Renewal Term:	12 Months
Accounts Payable Email:	aparisi@dutchessny.gov	Payment Terms:	Net 30
Address:	236 Main Street Poughkeepsie, New York 12601	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$63,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	21	Included

Professional Services and One Time Purchases			
Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	21	\$0.00

		Subtotal Year 1:	\$63,000.00
		Annual Recurring Subtotal:	\$63,000.00
		Discounts:	\$13,650.00
		Estimated Tax:	\$0.00
		Contract Total:	\$63,000.00

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.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$63,000.00
Annual Recurring after Year 1	\$63,000.00
Contract Total	\$63,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$13,650.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® 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 & 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

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

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

FLOCK GROUP, INC.

Customer: NY - Dutchess County District Attorney

By: DocuSigned by:
Mark Smith
AC5C931454C24E3

By: 

Name: Mark Smith

Name: Anthony P. Parisi

Title: General Counsel

Title: Dutchess County District Attorney

Date: 3/18/2024

Date: 3/20/2024

PO Number: _____

EXTENSION AND AMENDMENT AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”), and **FLOCK GROUP, INC.**, an independent contractor and corporation, whose address is 1170 Howell Mill Road NW, STE 210, Atlanta, Georgia 30318 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the parties hereto made and entered into an Agreement dated March 27, 2024 (County Contract No. 24-0151-8/25-DA), for the Contractor to provide leased access to its Flock Safety OS and Flock Safety LPR Products, and

WHEREAS, the parties desire to extend said Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 24-0151-8/25-DA, dated March 27, 2024, is hereby extended and further amended, upon the following terms and conditions.

1. The paragraph entitled “Scope of Services,” shall provide as follows:

The Contractor agrees to perform in a manner which is acceptable to the County, consistent with the highest standards of care, and in strict compliance with all applicable Federal, State, and local laws, regulations and procedures which may from time to time be adopted or amended, the services set forth in Exhibit “A-1,” annexed to and made a part of this Agreement.

2. The paragraph entitled “Term of Agreement,” shall provide as follows:

This Extension and Amendment Agreement shall be effective MARCH 29, 2024, and shall terminate on AUGUST 28, 2026, unless otherwise terminated as set forth in County Contract No. 24-0151-8/25-DA.

For Flock OS and Flock Safety Falcon Products: the term of the equipment leases shall commence upon the start of installation of the 21 leased cameras.

3. The paragraph entitled "Payment" shall be amended to provide as follows:

As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed **SIXTY-THREE THOUSAND and 00/100 (\$63,000.00) DOLLARS**, pursuant to the itemization of services as set forth in **Exhibit "A-1"**. The County does not pay sales taxes.

The Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Contractor upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

4. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this extension and amendment agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension and Amendment Agreement this 2 day of July, 2025.

APPROVED AS TO FORM:



County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

By 

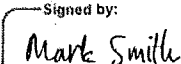
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:



Anthony Parisi, District Attorney

FLOCK GROUP, INC.

Signed by: 
By: _____
Print Name Mark Smith
Print Title General Counsel

**Flock Safety + NY - Dutchess County
District Attorney**

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

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

EXHIBIT A-1

flock safety

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	NY - Dutchess County District Attorney	Initial Term:	12 Months
Legal Entity Name:	NY - Dutchess County District Attorney	Renewal Term:	12 Months
Accounts Payable Email:	aparisi@dutchessny.gov	Payment Terms:	Net 30
Address:	236 Main Street Poughkeepsie, New York 12601	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$63,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	21	Included

Professional Services and One Time Purchases			
Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	21	\$0.00

		Subtotal Year 1:	\$63,000.00
		Annual Recurring Subtotal:	\$63,000.00
		Discounts:	\$13,650.00
		Estimated Tax:	\$0.00
		Contract Total:	\$63,000.00

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.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$63,000.00
Annual Recurring after Year 1	\$63,000.00
Contract Total	\$63,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$13,650.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

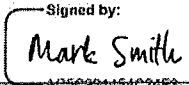
FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	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 & 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

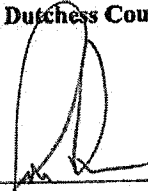
By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

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

FLOCK GROUP, INC.

Customer: NY - Dutchess County District Attorney

By: 
Signed by: Mark Smith
AD5C991454C24F3

By: 

Name: Mark Smith

Name: Anthony P. Parisi

Title: General Counsel

Title: Dutchess County District Attorney

Date: 6/11/2025

Date: 6/12/2025

PO Number: _____

Camera				
F001	DCDA	FLOCK LPR	EB	Route 44/TSP
F002	DCDA	FLOCK LPR	EB	Route 55 /Beekman
F003	DCDA	FLOCK LPR	NB	Route 376/Airport
F004	DCDA	FLOCK LPR	SB	Route 376/Airport
F005	DCDA	FLOCK LPR	WB	Route 55/Lagrange
F006	DCDA	FLOCK LPR	WB	Route 55/Lagrange
F007	DCDA	FLOCK LPR	WB	Salt Point/TSP
F008	DCDA	FLOCK LPR	NB	Noxon/Titusville
F009	DCDA	FLOCK LPR	EB	Noxon/Titusville
F010	DCDA	FLOCK LPR	NB	Washington/Taylor
F011	DCDA	FLOCK LPR	SB	Washington/Taylor
F012	DCDA	FLOCK LPR	SB	North Clover/Main
F013	DCDA	FLOCK LPR	NB	Hooker/Forbus
F014	DCDA	FLOCK LPR	SB	Hooker/Forbus
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F020	DCDA	FLOCK LPR	EB	Main/South Clover
F021	DCDA	FLOCK LPR	WB	Main/Davies

**Flock Safety + NY - Dutchess County
District Attorney**

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

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

EXHIBIT A-1

flock safety

flock safety

ORDER FORM

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Hardware and Software Products

Annual recurring amounts over subscription term

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FlockOS Features & Description

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FLOCK GROUP, INC.

Customer: NY - Dutchess County District Attorney

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Camera Locations

Camera	Street	Direction
1	Route 9G / County Line / Tivoli	SB
2	Route 82 / Pine Plains	SB
3	Route 22 NB / Route 199	SB
4	Route 199 / Tribune Ln.	EB
5	Route 199 / Tribune Ln.	WB
6	Route 44 / County Line	EB
7	Route 44 / TSP	EB
8	Route 22 / Dover S/B	SB
9	Route 22 / Pawling	NB
10	Route 55 / Wingdale	WB
11	Route 55 / Beekman	EB
12	Route 55 / Beekman	EB
13	Route 376 / Airport	NB
14	Route 376 / Airport	SB
15	Route 55/Larange WB @ Sedgewick	WB
16	Salt Point TPK / TSP	WB
17	Route 22 SB / Pawling	SB
18	Route 55 WB / Beekman / Pawling	WB
19	Route 44 WB / TSP	WB
20	Noxon Rd/Titusville Rd	NB
21	Noxon Rd/Titusville Rd	EB

Camera				
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F002	DCDA	FLOCK LPR	EB	Route 55 /Beekman
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