

**SOUTH DAYTONA POLICE DEPARTMENT  
OFFICE OF THE CHIEF OF POLICE  
MEMORANDUM**

**TO:** James L. Gillis, Jr., City Manager

**FROM:** Mark J. Cheatham, Chief of Police

**DATE:** November 2, 2022

**SUBJECT:** Request License Plate Recognition (LPR) Purchase

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Recently the LPR software and technology have taken a great leap forward and several of the municipal agencies along with the Volusia Sheriff's office has added a new vendor to the existing system. This vendor is called FLOCK which provides the standard LPR services in addition to a variety of new software capabilities.

We currently utilize NDI as our sole source LPR provider and share both a server and access with the Sheriffs' Office along with multiple municipalities. NDI requires organizations to purchase the camera, which costs approximately \$25,000 per dual camera system, plus an annual maintenance agreement of \$2,000 annually.

Flock operates on a one (1) year annual lease basis, which costs \$2,500 per camera annually and a one-time new camera initial setup fee of \$350 for each camera. The annual fee also includes all maintenance, however, FLOCK still owns the cameras.

Because the Sheriffs' Office has been incorporating the FLOCK cameras into their existing system, they have already tested and found the product to be reliable and currently a better option between the two companies. Presently, these are the only two LPR systems being utilized in Volusia County. By having both systems operating in our City, the software allows us access to the additional working cameras throughout the County for both systems. For the purposes of the police department investigations, it is advantageous to have both vendors incorporated into our daily operations.

Moving forward we will be purchasing/leasing two FLOCK cameras for the fiscal note of \$5,700. There will not be three quotes due to limited available vendors and the specifics of the product and services; therefore, this purchase conforms to our procurement policies.

**FLOCK GROUP INC.****SERVICES AGREEMENT****ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (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.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

**Agency:** FL - South Daytona PD

**Contact Name:** Bryan Craig

**Legal Entity Name:**

**Address:**  
1672 S Ridgewood Ave  
South Daytona, Florida 32119

**Phone:** (386) 322-3045  
**E-Mail:** bcraig@southdaytona.org

**Expected Payment Method:**

**Billing Contact:**  
(if different than above)

**Initial Term:** 12 months  
**Renewal Term:** 12 months

**Billing Term:** Annual payment due Net 30 per terms and conditions

	<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
	Falcon	\$2,500.00	2.00	\$5,000.00
	Professional Services - Standard Implementation Fee	\$350.00	2.00	\$700.00
	(Includes one-time fees)			

**Year 1 Total \$5,700.00**

**Recurring Total: \$5,000.00**

**CITY OF SOUTH DAYTONA, FLORIDA**  
**STANDARD CONTRACT ADDENDUM**

**THIS STANDARD CONTRACT ADDENDUM** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SOUTH DAYTONA, a Florida municipality, hereinafter referred to as the “City”, and Flock Group Inc., hereinafter referred to as “Contractor”, concerning that certain agreement entitled Flock Group Inc Services Agreement Order Form / Government Agency Agreement, dated \_\_\_\_\_ (“Agreement”).

**WITNESSETH:**

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

**2. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

**3. Non-appropriation.** City’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the City’s annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal

year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**4. E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**5. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**6. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**7. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

**Contractor:**

DocuSigned by:

Mark Smith

AC5C931454C24F3...

**Print Name:** Mark Smith

**Title:** General Counsel

**Company:** Flock Group Inc

**City of South Daytona**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

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*Mark Smith*

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**Print Name:** Mark Smith

**Title:** General Counsel

**Company:** Flock Group Inc

**City of South Daytona**

**Print Name:**