

AGREEMENT
TO PROVIDE INFORMATION TECHNOLOGY
PRODUCTS AND RELATED SERVICES
BETWEEN
THE CITY OF OAKLAND
AND
FLOCK GROUP INC.

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This agreement to provide Information Technology Products and Related Services [“Agreement”] by and between the City of Oakland (“City”), a municipal corporation, located at One Frank H. Ogawa Plaza, Oakland, California 94612, and Flock Group Inc. a corporation, located at 1170 Howell Mill Road NW Suite 2310, Atlanta, Georgia 30318 (“Contractor”) is entered into as of the date when fully executed below [“Effective Date”] and who agree as follows:

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. **WHEREAS**, Contractor provides a subscription service for an automated license plate reader system for use by law enforcement which consist of software and hardware solutions through Flock’s technology platform that are capable of capturing audio, video, image, and recording data and providing notifications to Customer which consist of [“Products” (cameras) and “Services” (also called “Flock Services” and “Flock OS”)];

B. **WHEREAS**, the City has previously entered into memoranda of understanding (“MOU”) with the State of California and with Contractor that provided access to the City to equipment, technology, and data provided or maintained by Contractor ;

C. **WHEREAS**, the MOU have expired;

D. **WHEREAS**, the City desires to execute this Agreement to (1) maintain continued access to equipment, technology, and data provided under the MOU, (2) lease Pan Tilt Zoom Cameras from Contractor, (3) access to Footage from third parties that opt-in to sharing such Footage, if such third parties opt in to such sharing pursuant to their agreement(s) with Contractor which City is not a party to; and (4) use the Contractor’s Services in connection with the foregoing;

E. **WHEREAS**, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services where, as here, the mandates of Oakland City Charter Section 902(e) have been met; and

F. **WHEREAS**, City wishes to acquire Contractor’s Products and Services by the terms specifically set forth in this Agreement for the purposes specifically set forth in this Agreement

and in accordance with federal, state, and local law and policy, including but not limited to DGO I-12 and DGO I-32.1, attached hereto as Exhibit 9;

G. **WHEREAS**, the following Exhibits and Schedules are attached to and incorporated by this reference into this Agreement:

Exhibit 1	City's Contracts and Compliance Provisions
Exhibit 2	Order Form(s)
Exhibit 3	Contractor's Security Statement Questionnaire
Exhibit 4	City's Schedules
Exhibit 5	Ownership of Intellectual Property Statement
Exhibit 6	Schedule of Payments
Exhibit 7	Agreement to be Signed by Contractor Personnel and Subcontractors
Exhibit 8	Customer Implementation Guide
Exhibit 9	DGO I-12 and DGO I-32.1

NOW THEREFORE, CITY AND CONTRACTOR COVENANT AND AGREE AS FOLLOWS:

1. ORDER FORMS

Contractor avers and covenants to provide the Services and Products set forth in Exhibit 2 the Order Forms ["Order Forms"]. Contractor avers and covenants to require all of its personnel, employees, executives, managers, officers, vendors, subcontractors, and/or independent consultants ("Employees and Subcontractors") who are necessary to fulfill the Services set forth in Exhibit 2 to sign the Agreement included at Exhibit 7 hereto.

2. COMPENSATION AND PAYMENT

City will pay Contractor for its Services and Products the firm, fixed price set forth in the Order Forms which shall, in no event, exceed [INSERT \$ AMOUNT]. Contractor shall invoice City for its Services as set forth in the Exhibit 6. City will pay Contractor's invoice within thirty (30) days of City's receipt of Contractor's invoice subject to Agreement's terms including Sections 13, 106, 110, 124, 128 and 133 regarding payment disputes and/or withholdings. All such payments from the City shall be in immediately available funds and in U.S. dollars.

3. INITIAL TERM

The Agreement shall begin upon its Effective Date and end on [INSERT DATE] unless extended by an amendment pursuant to Section 105 ["Amendments"] or earlier terminated pursuant to Section 11 ["Termination"] herein.

4. SCOPE, OWNERSHIP, USE AND DISTRIBUTION

a.. DEFINITIONS

1.2 “**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.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), identified in Exhibit 2, 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.

1.7 “**Flock 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. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that City authorizes access to or receives data from.

1.9 “**Flock Services**” means the provision of Flock’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.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or other hardware.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the City Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

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

b. Scope of City Data

With the exception of that information which is publicly known or available as set forth in Section 122 (c) of the Agreement [“Proprietary or Confidential Information”], City data [“City Data”] shall consist of any and all data, including, but not limited to Footage, Hotlist, Vehicle Fingerprint, personal identifying information (“PII”) disclosed or provided by the City to Contractor, all ALPR data, license plate information, videos, recordings, images, and/or geolocation data collected by state procured or controlled ALPR cameras and cameras related to this Agreement, all PII in connection with videos, recordings, and/or images collected by the cameras procured or controlled by the state and other cameras related to this Agreement, any and all data resulting from Contractor providing its Services to City under this

Agreement, whether pursuant or incidental to the purposes of the Agreement, whether or not delivered to the City including, but not limited to, all data, files, documentation, information, communications, media, whether intangible or tangible, whether provided directly or indirectly by Contractor to provide its Services, together with any and all results of Contractor's providing of its Services, including all data Contractor accesses, collects, modifies, develops as work product, or otherwise generates.

c. Ownership

All City Data, shall be the exclusive property of and all ownership rights therein shall vest in the City. To the extent necessary, Contractor hereby assigns to the City any and all rights which arise out of, are developed in connection with, or are the results of the Services Contractor provides under the Agreement. This provision shall not apply to Data defined as Exceptions under Section 122 (c) ["Proprietary or Confidential Information"].

Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to Flock IP other than provided by this Agreement. City and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than for the Purpose stated of this Agreement; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, City's rights.

Flock 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 Flock Services, solely as necessary for City to use the Flock Services.

Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock 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 Flock Hardware. City agrees and understands that in the event Customer 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 Flock Hardware by Flock.

d. Use of City Data

Contractor avers and covenants, on its behalf and on behalf of its personnel, employees, executives, managers, officers, vendors, subcontractors, and/or independent consultants (“Employees and Subcontractors”) to not use City Data for any purpose whatsoever other than to fulfill its obligations to City under the Agreement. Impermissible use includes, but is not limited to, use of any City Data, including Anonymized/Aggregated Data for the purpose of training or improving machine learning, and in any way, sharing or distributing the Data developed during or resulting from the provision of its Services hereunder other than as expressly provided in Section 4(e) hereunder.

Contractor shall fully indemnify City for any claims against City resulting from Contractor’s, including Contractor’s Employees and Subcontractors, use of City Data in violation of this provision.

e. Distribution or Sharing of City Data

Notwithstanding any other law or provision of this Agreement, Contractor shall, during its provision of Services to City as called for hereunder, take all steps necessary to assure that all City Data resulting from its Services is kept confidential and disclosed only with the prior written permission of the City by an authorized representative: (1) only to Contractor’s Employees and Subcontractors with an absolute need to have access to the City Data to perform the Services under this Agreement and who have executed Exhibit 7 hereto with Contractor sufficient to enable Contractor to comply with the requirements of this Section 4, with Contractor remaining liable for any breach of this Section 4 by its Employees and Subcontractors; (2) to the City Project Manager for such dissemination as the City Project Manager, in its sole discretion, determines should be made; or (3) as required by law and consistent with DGO I-12 and DGO I-32.1. If legally required to do so by warrant, subpoena, court order, or similar judicial authority (“legal order”), Contractor may access, preserve and/or disclose the Footage and/or City Data to law enforcement authorities, government officials, and/or judicial officers, To the extent legally permissible, Contractor will use its best efforts to notify City in writing within 24 hours of receipt of such legal order, or as far in advance of the response date as possible, if Contractor receives such a legal order, so that City may, at its own expense, seek to timely intervene or otherwise respond.

Contractor shall fully indemnify City for any claims against City resulting from Contractor’s, including Contractor’s Employees and Subcontractors, distribution or sharing of the City Data in violation of this provision.

f. Access to City Data

Contractor and its Employees and Subcontractors shall be limited to accessing only that City Data necessary to perform the Services under this Agreement.

g. Retention

Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Forms**. City shall be responsible for extracting, downloading and archiving Footage from the Products and/or Services on its own storage devices.

h. Installation of Hardware

Flock shall advise City on the location and positioning of the Flock Hardware on the Order Forms for optimal product functionality, as conditions and locations allow. Flock will collaborate with City to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to City. After installation of Flock 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 may incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). City will receive prior notice of any such fees and any such fees will only be charged with City’s prior written approval of same. City is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit 8 (“***Customer Obligations***”). City represents and warrants that it has, or shall lawfully obtain, all necessary permission, right, title or authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

5. **SECURITY OF CITY DATA**

a. City Data is highly sensitive, confidential and is of paramount importance to the City because unauthorized disclosures of the City Data could seriously harm City and possibly third parties. Contractor acknowledges that City, in entering into this Agreement with Contractor, is relying upon Contractor’s professional expertise, know-how, judgment, experience and its representations in its System Security Questionnaire [Exhibit 3] that the integrity of the security, availability and processing of its System protects and preserves the confidentiality and privacy of the City Data.

Further, Contractor warrants that, at all times, Contractor will use industry-standard management practices, technologies and security, including, but not limited to, technical, physical, and administrative security measures updated to keep up with emerging threats to protect the integrity, safety and security, including, but not limited to, protection from unauthorized access, destruction, use, modification, or disclosure, of City Data in both physical and electronic form and that its System will maintain and ensure that the City Data remains secure and does not through any of Contractor’s, including Contractor’s Employees and Subcontractors, actions or lack of thereof become vulnerable to unauthorized access by third parties.

b. Notwithstanding as may be otherwise provided in this Agreement and with the exception of those instances for which City is responsible, Contractor avers and covenants to be solely responsible for restoring and correcting any corruption to City Data that occur by reason of Contractor's, including its Employees and Subcontractors, actions or lack thereof, including ransomware attacks upon Contractor, and to fully indemnify City for any claims against City resulting from corruption of City Data and other injuries ensuing from, but not limited to, the herein forestated events.

6. DATA INCIDENT

a. Contractor shall implement and maintain a program for managing unauthorized disclosures of, access to, or use of City Data however they may occur ("Data Incident"). In case of a Data Incident, or if Contractor knows or reasonably suspects a Data Incident has occurred, Contractor shall:

- (i) Promptly, and in any case in a manner to ensure notice within 24 hours of Contractor's discovery, notify City's Director of Information Technology/Chief Information Office and Chief Security Officer, or their designees of the Data Incident or suspected Data Incident;
- (ii) Cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to City in notifying injured third parties; and
- (iii) Otherwise comply with applicable laws governing data breach notification and response.

b. In case of a Data Incident or reasonably suspected Data Incident, Contractor shall, upon request by City:

- (i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Data Incident or reasonably suspected Data Incident;
- (ii) use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Data Incident or reasonably suspected Data Incident;
- (iii) collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Incident or reasonably suspected Data Incident, which shall meet reasonable expectations of forensic admissibility; and
- (iv) document the incident response and remedial actions taken in detail, which shall meet reasonable expectations of forensic admissibility.

c. In addition, if the Data Incident results from Contractor's, including Employees and Subcontractors, breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its Employees and Subcontractors, Contractor shall:

- (i) Indemnify City for any reasonable expense related to notification of consumers and any and all costs incurred by the City in response to the Data Incident, and third party claims against the City arising from or related to the Data Incident,

and furnish, upon City's request, proof of sufficient insurance coverage or self-insurance to cover such costs;

- (ii) Provide 2 years of credit monitoring service to any affected individual.
- (iii) Contractor shall give City prompt access to such records related to a Data Incident as City may reasonably request. City will treat such records as Contractor's Confidential Information pursuant to Section 122 below["Proprietary or Confidential Information"]. Contractor is not required to give City access to records that might compromise the security of Contractor's other customers.

d. City will coordinate with Contractor on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident.

7. CONTRACTOR WARRANTIES

Contractor represents and warrants that:

(a) it has the requisite experience, certifications, skills and qualifications necessary to perform the Services:

(i) in a timely, competent, and professional manner, without the advice or direction of the City;

(ii) in accord with the highest standards for the profession, industry, specialization and practice of information technology including, without limitation, for those persons that are engaged in providing services of a like nature and complexity such as and including, without limitation, of: (a) technical design services to facilitate the use of information technology by cities and enterprises and end users, or (b) specialized technology-oriented solutions by combining the processes and functions of software, hardware, networks, telecommunications and electronics, or (c) cloud-based and internet systems and services such as Software as a Service ("SaaS"), or (d) system security and privacy advice and services; and

(iii) in accordance with applicable governmental requirements, statutes, regulations, rules and ordinances including, without limitation, applicable system security and data privacy laws and regulations ("Law").

(b) it is able to fulfill the requirements of this Agreement and that failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement.

(c) it owns or has the unencumbered Intellectual Property Rights to provide the

Products and to City.

(d) it owns or has the unencumbered rights to license and/or assign to the City, as provided in this Agreement, all results of its Services to the City hereunder.

(e) the Products and Services (i) will be free from defects in design, workmanship and materials, delivered to City hereunder; (ii) will conform in all material respects to the Specifications.

(f) it will use all reasonable efforts, including appropriate testing, to ensure that the Embedded Software and Services do not contain viruses, contaminants, or other harmful code that may harm the City systems or City software.

(g) Flock shall monitor Services, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock 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”***).

(h) Upon a malfunction or failure of Flock Hardware or Embedded Software (a ***“Defect”***), City must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the City. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after City gives notice to Flock.

(i) In the event that Flock Hardware is lost, stolen, or damaged, City may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that City chooses not to replace lost, damaged, or stolen Flock Hardware, City understands and agrees that (1) Flock Services may be materially affected, and (2) City will not receive a refund for the lost, damaged, or stolen Flock Hardware.

(j) Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use its best efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

(h) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATION, ACKNOWLEDGEMENT, CONDITION OR WARRANTY OF ANY

KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS, IMPLIED OR OTHER WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING ANY SERVICES, DELIVERABLE OR ANY OTHER PRODUCT DELIVERED TO THE CITY UNDER THIS AGREEMENT.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

[See Exhibit 5]

9. LIMITATION ON LIABILITY

(a) Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted shall not, in the aggregate, exceed the greater of **three [3]** times the total amount of the Agreement or the limits of Contractor's IT Professional/Cyber Liability Insurance coverage per Schedule Q ("City's Insurance Requirements").

(b) In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits and lost business opportunities) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

(c) This Limitation On Liability shall not apply to damages arising from Contractor's Indemnification obligations as set forth in this Agreement including, but not limited to, Contractor's breach of its duties and obligations under Sections 4, 5, 6, 13, 103, and 122 of this Agreement, nor due to fraud, bad faith, intellectual property infringement, bodily injury, death, intentional and willful misconduct or grossly negligent acts.

10. BANKRUPTCY

All rights and licenses granted to the City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In a bankruptcy or insolvency proceeding involving Contractor, the parties agree that the City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles. The parties further agree that, in the event of the commencement of a bankruptcy or insolvency proceeding by or against Contractor under the U.S. Bankruptcy Code, the City shall be entitled to a complete duplicate of any such intellectual property, including the source code for Contractor's licensed software and software it has used to provide City its Service hereunder regardless of whether Contractor has placed the source code in escrow, along with all embodiments of such intellectual property, to which the City would otherwise be entitled

under this Agreement, and the same, if not already in the City's possession, shall be promptly delivered to the City (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by the City, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Contractor upon written request therefore by the City. If, in a bankruptcy or insolvency proceeding involving Contractor, the provisions of the U.S. Bankruptcy Code referenced above are determined not to apply, the City shall nevertheless be entitled to no less than the protection offered by the provisions of the U.S. Bankruptcy Code with respect to its entitlement to and rights to the use and possession of all intellectual property to which the City has been granted rights under this Agreement notwithstanding the bankruptcy or insolvency of Contractor.

11. **TERMINATION**

(a) **Termination for Breach.** If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, subject to the Limitation on Liability (Section 9), recover the pro rata portion of any prepaid but unused fees and all direct damages it incurs as a result of Contractor's breach.

(b) Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach.

Federal Assumption. In the event that the City is assumed, merged into, or otherwise placed under the direct control or administration of the United States Federal Government (a "**Federal Assumption**"), and as a result is no longer able to operate as an independent agency, performance of all Services under this Agreement shall be immediately suspended and qualify as a termination for cause. For purposes of clarity, a Federal Assumption shall not include a Court-Ordered Consent Decree issued by the United States Department of Justice, provided that such decree does not eliminate the City's ability to function as an independent agency related to the ownership and use of City Data.

Morality. In the event either Party become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other Party's reputation, the other Party shall have the option to terminate this Agreement for cause.

Contract with Federal Agency. If Contractor enters into a contract with any Federal Agency that invalidates or compromises the City's sole ownership of City Data as set forth in Section 4, then City shall have the option to terminate the Agreement for Cause.

(c) **Termination for Convenience by City.** City may terminate this Agreement for any reason at any time upon not less than sixty (60) days' prior written notice to Contractor. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order,

Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor for all Deliverables or Services it has Accepted but not yet paid Contractor.

(d) Transition Services after termination. In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

12. NOTICES

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

(Contractor)

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

13. INDEPENDENT CONTRACTOR

(a) Rights and Responsibilities. City shall have no authority over or responsibility for Contractor's Employees and Subcontractors. It is expressly agreed that, in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has complete and sole discretion for the manner in which the Work and Services under this Agreement is performed. Contractor will determine the method, details and means of performing the Services described in the SOW.

(b) Contractor acknowledges and agrees that (i) Contractor's employees and subcontractors are under Contractor's sole supervision, direction and full control. of Contractor; and, (ii) that Contractor controls the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding and all other regulations governing such matters,

and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees.

(c) Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

(d) Non-Exclusive Relationship Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

(e) Cooperation of the City The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

(f) Extra Work Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

14. AUTHORITY

Each individual executing this Agreement or any Purchase Order or Amendment, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, or Amendment on behalf of the named party such individual purports to bind.

15. SURVIVAL

All provisions of this Agreement, including its Exhibits, which by their terms should survive, shall survive the expiration or termination of this Agreement

[SIGNATURE BLOCK ON FOLLOWING PAGE]

SO AGREED:

City of Oakland,

Contractor:

FLOCK Group Inc.

(City Administrator's Office) (Date)

(Signature) (Date)

Approved for forwarding:

Print Name

(Department Head Signature) (Date)

Title

Approved as to form and legality:

Business Tax Certificate No.

(City Attorney's Office Signature) (Date)

Resolution No.

EXHIBIT 1

CITY'S CONTRACTS AND COMPLIANCE PROVISIONS

101. Priority of Documents

In the event of conflicting provisions as between the following documents, except as otherwise expressly stated, the provisions shall govern in the following order: the Amendments to this Agreement, in reverse chronological order of adoption, this Agreement and its Exhibits. The Exhibits shall govern in numerical order as set out in this Agreement.

102. Conditions Precedent

(a) Contractor must provide City with the following before the Agreement will become effective:

(1) A copy of Contractor's City of Oakland Business Tax License which must be kept current for the duration of the Agreement and shall be attached to this Agreement as part of the Contracts and Compliance Provisions (Exhibit 1);

(2) A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 4.

(b) Contractor and City must complete, agree upon and execute a Statement of Work before the Agreement will become effective and which shall be attached to this Agreement and incorporated herein by this reference.

103. Access/Security of City Information Technology Systems

If Contractor's services hereunder require that Contractor access City's Information Technology Systems ["City Systems"], Contractor shall not proceed with that City Systems work until Contractor first contacts and obtains prior written authorization from the City's Director of Office of Information Technology, or his or her designee. The records of the authorization shall be preserved by Contractor in accordance with Section 124 of the Agreement. Authorization shall be requested and provided through email through a vendor request sent to City's Director of Office of Information Technology, or his or her designee and approved by email response from same.

When accessing City's Systems, Contractor warrants and covenants that:

- (1) it will provide all information, reports, and data that fully informs the City with respect to any work Contractor performs, software deliverables, or products that Contractor provides or works on which alter or affect the City Systems, including without limitation, any source code, configurations and credentials necessary to access City Systems or make any such work, software, deliverables or products usable by the City.
- (2) the City Systems with which Contractor interfaces or to which Contractor has access, are protected from unauthorized access, disclosure, alteration or destruction to City Systems and will not through any of Contractor's actions or lack of action thereof,

including, but not limited to, those of its subcontractors or agents [“Agents”], become vulnerable to security breach or ransomware attack [“Unauthorized Access”].

- (3) It shall fully indemnify the City, its Councilmembers, officers, partners, agents [“Indemnitees”] (i) against any damages to City and its Indemnitees which result from Unauthorized Access to City Systems; and (ii) against claims brought by third parties (including, but not limited to, contractors, retirees, current and former employees) whose personally identifiable information or sensitive personal information is disclosed due to Unauthorized Access to City Systems resulting from Contractor’s Work.
- (4) In addition to its obligation to Indemnification obligations as set forth above, if an Unauthorized Access to City Systems occurs which is attributable to Contractor’s work hereunder, or breach of this Agreement or negligent or unauthorized act or omission including, without limitation, those of its subcontractors or other agents, Contractor shall treat the event as a Data Incident under Section 6 of this Agreement and take the steps set forth therein.

Further, Contractor agrees to maintain cybersecurity insurance which shall expressly be for the forestated Unauthorized Access and Events and shall be sufficient to fulfill its indemnification obligations hereunder.

Contractor shall also incorporate this provision in its entirety in any agreement with its subcontractors, or agents who perform work for Contractor on City Systems.

104. Acceptance

If the terms and conditions of the Agreement so require, the Parties agree that:

(a) When Contractor completes each Authorized Deliverable, the City shall have five (5) Business Days, or such longer period of time as the Parties may agree upon from the City’s receipt of the Deliverable to review and either provide its Acceptance of the Deliverable and an Acceptance Certificate or written notice of its rejection setting out in detail the reasons why such Deliverable failed to be Accepted such that the Deliverable complies with the requirements set out under this Agreement.

(b) For each Deliverable, when corrective action is required by the City’s written notice of deficiencies, Contractor shall have a Corrective Action Period of five (5) Business Days, or such longer period of time as the Parties may agree upon, to correct the deficiencies City has identified as provided herein.

(c) For each Deliverable, Contractor shall be given at least two opportunities to correct the deficiencies identified by the City, unless the Parties otherwise mutually agree.

(d) If Contractor fails to remedy a deficient Deliverable after both opportunities to remedy, then such failures shall constitute a material default of this Agreement.

(e) Once the City Accepts a Deliverable City will issue Contractor an Acceptance Certificate which must accompany Contractor's invoice to City for that Deliverable.

Changes to Deliverables for which the City has provided Acceptance will be handled through an Amendment as set out at Section 105 ["Amendments"] of this Agreement and Contractor will start no work on any change until the Parties have approved and executed any applicable Change Notice.

105. Amendments

Changes to the terms and conditions of the Agreement must be accomplished by a written Amendment executed by the parties' authorized representatives.

106. Indemnification

(a) General Indemnification. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities (of every kind, nature and description), claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, damages, (incidental or consequential) costs, actions or causes of action, and expenses, including reasonable attorneys' fees, (collectively referred to herein as "Actions") caused by or arising out of :

(i) Any grossly negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

(ii) Any claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

(iii) Any unauthorized use or disclosure by Contractor of Confidential Information or protest of a Request For Information ["RFI"] as provided in Section 122 ["Proprietary or Confidential Information"] below.

(b) Proprietary Rights Indemnity. Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Services, infringe upon or violate the Intellectual Property Rights of others. If the Services will become the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, City, at its option, in addition to requiring Contractor to indemnify it hereunder, shall require Contractor, at Contractor's sole expense to: (1) procure for City the right to continue using the Services; or (2) replace or modify the Services so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that:

(A) such replaced or modified Services will operate in all material respects in conformity with the then-current specifications for the Services; and (B) City's use of the Services is not impaired thereby. Contractor's obligations under this Agreement will continue uninterrupted with respect to the replaced or modified Services as if it were the original Services.

(c) For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub consultants, and subcontractors.

(d) Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this Indemnification provision, which obligation shall arise at the time an Action is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.

(e) City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests. Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

(f) All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

107. Dispute Resolution

Any Party may commence said resolution efforts by giving notice, in writing, to any other Party. Such notice shall include at least a description of the Dispute and any remedial action that the Party commencing the resolution procedure asserts would resolve the Dispute. Upon receiving such notice, the Party against whom the Dispute is brought shall respond in writing within five (5) Business Days. The Parties shall then meet and confer in a good faith attempt to resolve the Dispute.

108. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the

award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

109. Publicity

Upon City's prior written approval, any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

110. Conflict of Interest

(a) Contractor

The following protections against conflict of interest will be upheld:

(1) Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

(2) Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

(3) Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

(4) Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public

contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

(5) Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement; and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500 in the previous 12 months, or value of the gift totaled more than \$350 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

(6) Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

(7) Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b) No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

(c) Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

111. Validity of Contracts

The Oakland City Council must approve all Agreements greater than \$15,000. This Agreement shall not be binding or of any force or effect until signed by the City Administrator or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

112. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement shall be brought in the courts of Alameda County, Oakland, California and each party agrees to waive any objections to personal jurisdiction and venue in the courts of Alameda County, Oakland, California.

113. Headings

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience, only, and have no legal significance.

114. Construction

(a) Acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

(b) The language in all parts of this Agreement and any Purchase Order, Change Order, or Amendment, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part.

115. Waiver

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

116. Attorneys' Fees

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court.

117. Counterparts

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes.

118. Remedies Cumulative

The rights and remedies of City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, including the California Uniform Commercial Code.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

119. Entire Agreement of the Parties

This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding.

120. Right to Offset

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor. To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them.

121. Time is of the Essence

The Special Circumstances of this Agreement require Contractor's timely performance of its obligations under this Agreement. Therefore, time is of the essence in the performance of this Agreement.

122. Proprietary or Confidential Information

(a) Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, which includes all Exhibits and Schedules, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), and all Personal Identifying Information in City Data disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of either Party.

(b) Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

(c) Exceptions. The obligations of this Section 122 shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (i) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (iv) is or was independently developed by the Contractor without access to or use of the Confidential Information; (v) was provided to the Contractor by a third party who, to the best of the Contractor's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (vi) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall (i) notify the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

(d) Contractor acknowledges that City is subject to public disclosure laws and that City will comply with requests for information ("RFI"), as it is required to do under the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. Contractor acknowledges that an RFI may pertain to any and all documentation associated with City's use of Contractor's Services. Contractor further acknowledges that it is obligated to assist and cooperate with City by producing all documentation that City requests as responsive to the RFI so that City may comply with its statutory obligations. City agrees to give Contractor as timely written notice as possible of the RFI such that Contractor may oppose the RFI or exercise such other rights at law as Contractor believes it has. However, Contractor must produce all RFI responsive documents City has requested to City and City will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, Contractor procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering City not to comply with that portion of the RFI which Contractor protests, pending final determination of Contractor's protest of the RFI. Contractor further agrees to accept City's tender of defense and to indemnify City and pay all City costs of defense in any litigation brought against City with respect to City not complying with that portion of an RFI that Contractor protests and will hold City harmless against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

(e) Notwithstanding the provisions of Section 122(d) above, when Contractor's Services produce highly sensitive data, including, but not limited to, data with personal identifying information, reports and other records ("Records") which mandate that both the City and Contractor take every lawful step to establish that the Records be exempted from disclosure. Contractor's failure or refusal to also take action to protect the Records from disclosure shall be considered a material breach of the Agreement.

123. Business Tax Certificate

Contractor shall obtain and provide proof that it has a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

124. Inspection of Books and Records/Right to Audit

- (a) During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the “Audit Period”), Contractor shall maintain financial and operational records related to this Agreement or to any other Agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.
- (b) During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) days prior notice to Contractor, access to and the right to make copies of any of Contractor’s books, statements, documents, papers or records (“Financial Information”) which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other Agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as “Audit or Audits”). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City’s right to Audit and to make copies shall apply whether such Financial Information is located at Contractor’s offices or at Contractor’s banks, financial institutions or lenders, or at the offices of Contractor’s financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor’s banks, financial institutions or lenders, or from Contractor’s financial consultants, accountants or bookkeepers.
- (c) Such Audits may be performed by City through its employees or by its designees including, without limitation, a third-party auditor retained by City. City’s right to Audit under this Section 124 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.
- (d) If any Audit of Contractor’s invoices or other records reveals any variance from any invoice to City, or of any amount of funds provided to Contractor by City which is in excess of the amount actually due to Contractor by City, then: Contractor shall immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds

received from City in excess of one-half percent (.5%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute and be deemed a material breach of the Agreement by Contractor and will subject Contractor to termination of the Agreement by City and to a breach of contract claim for damages by City.

- (e) Upon City's written request and within 10 business days of receipt of City's request, Contractor shall allow for an audit, examination, or review of records relating to the security, confidentiality, and privacy of City Data in connection with the Product or Services provided by Contractor pursuant to this Agreement, and/or documents referenced in the Security Questionnaire, Exhibit 3 hereto, including but not limited to audit reports, risk assessments, certifications with security frameworks, regulatory compliance, results of security related testing, include penetration testing, data breach incident information, and the results of any audit performed by or on behalf of Contractor that assesses the effectiveness of Contractor's information security program as relevant to the security, confidentiality, and privacy of City Data shared or processed in connection with the Product or Services provided by Contractor pursuant to this Agreement. Contractor shall fully cooperate with such audit by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, transmits, or handles City Data for City pursuant to this Agreement.

125. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state, or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital

status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

126. Americans With Disabilities

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as Schedule C-1.

127. Local and Small Local Business Enterprise Program (L/SLBE)

The City of Oakland has adopted a Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.

- b. Maintaining Participation – As a condition of the award of this Contract, Contractor must achieve and maintain the levels of local, small local or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-reference Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.

128. **Other Applicable Ordinances:**

Living Wage Ordinance

- a. If the contract amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever is greater.**
 - i. If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:
- b. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.
- a. Contractor agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Contractor shall

provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage

rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 6, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property, and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

Nuclear Free Zone

Contractor confirms that it has read and understood Ordinance No. 11478 C.M.S., titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers,” which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City’s policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

129. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between the commencement of negotiations and either 180 days after completion of or termination of contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

130. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q [Section 138; "City of Oakland Insurance Requirements"]**

131. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

132. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

133. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008, and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors

mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

134. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

135. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals, or applications for a City or Agency contract

or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

136. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

137. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any "data broker," "extreme vetting," or "detention facilities" services (as defined in Oakland Municipal Code Section 2.23.020) unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the

HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

138. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever, including, but not limited to, an assignment of this Agreement to (i) a parent, subsidiary or affiliate; (ii) an acquirer of substantially all of its assets; or (iii) a successor by merger or acquisitions, without the prior written consent of the City Attorney and City Administrator which shall not be unreasonably withheld. Contractor must provide written notice to the City of its intent to assign the Agreement no later than 60 days prior to the assignment. City's consent may be conditioned upon retaining all rights it has at law against Contractor as Assignor.

In the event of Contractor's assignment or transfer without such prior required written notice and or consent City shall be entitled to terminate this Agreement without any liability therefor. If the City so terminates this Agreement, Contractor shall reimburse the City a prorated portion of the annual subscription fee paid by the City at beginning of the contract year, for the period following the termination date.

Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. In the event that City consents to Contractor's assignment of this Agreement, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

139. Third Party Beneficiary

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

140. Severability/Partial Validity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

141. Force Majeure

Neither party shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or connected with this Agreement if

such failure or delay results from or is contributed to by any cause beyond its reasonable control including failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers or other event beyond its reasonable control.

142. Performance Bond

Promptly after the Agreement is fully executed and before Contractor commences work, Contractor will provide to City (specifically, to the City representative to whom Notices should be sent as is specified in Section 12 (“Notices”)), a corporate surety bond, in the form of a Performance Bond, in the penal sum of 100% of the Contract Price of the System to guarantee Contractor’s faithful performance of its duties under this Agreement should it default or become insolvent. Contractor must keep the Performance Bond current for the duration of this Project through System Acceptance or Beneficial Use. The executed Performance Bond will be incorporated herein by this reference.

143. Schedule Q: City of Oakland Insurance Requirements

To Access the Current Schedule Q: City of Oakland Insurance Requirements, click the link below.

<https://www.oaklandca.gov/topics/risk-management>

EXHIBIT 2

ORDER FORMS

EXHIBIT 3

**CONTRACTOR'S SECURITY STATEMENT
QUESTIONNAIRE**

EXHIBIT 4

CITY'S SCHEDULES [to be inserted as applicable]

- **Combined Contract Schedules(PDF, 320KB)**
Combined Contract Schedules for Construction and Professional Services Contracts
To use the latest web form version please click on this link: https://na2.documents.adobe.com/public/esignWidget?wid=CBFCIBAA3AAABLblqZhDBstcTrpBvAoCFVP1jY0GnevukwV_oFsfJDbcQRvNyh0e4-TNpzzg4daDKjfWR8ak*
- **Bid Bond Form(PDF, 83KB)**
This form is for Bid Bonds.
- **Schedule A Form(PDF, 64KB)**
Scope of Work / Outline of Services to be Performed
- **Schedule C2 Form(PDF, 54KB)**
Schedule C-2 - Declaration of ADA Compliance for Facility Use and Special Events
- **Schedule G Progress Payment Form(PDF, 138KB)**
- **Progress Payment Form (All Contracts)**
- **Schedule I(PDF, 169KB)**
Sanctuary City Contracting and Investment Ordinance - (For an interactive form, please click on this link: https://na2.documents.adobe.com/public/esignWidget?wid=CBFCIBAA3AAABLblqZhA86ueRjDUFgOnUbo9zG6TY9vyTvm6YuEw0qcgq-30lCW8PLQ0Jr-AYmz3YhgVQO4A*)

- **Schedule L-1 Form(PDF, 147KB)**
Consultant Performance Evaluation Form
- **Schedule L-2 Form(PDF, 109KB)**
Contractors Report Card
- **Schedule M Part B Form(PDF, 166KB)**
Independent Contractor Questionnaire (Requesting Department only)
- **Schedule O Form(PDF, 76KB)**
- **Disclosure of Campaign Contributions Form**
- **Schedule Q - Standard(PDF, 441KB)**
- **Schedule Q - Construction Contractors(PDF, 290KB)**
- **Schedule S(PDF, 142KB)**
Slavery Era Disclosure Affidavit 2023 Form - aka Schedule S
- **Schedule W Form(PDF, 276KB)**
Border Wall Prohibition
- **Schedule Z Certification A(PDF, 75KB)**
Debarment and Suspension Form (For Certain Grant Funded Services)
- **Schedule Z Certification B Form(PDF, 71KB)**
Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction (For Certain Grant Funded Services)
- **Jobsite Waste Reduction & Recycling Plan Form(PDF, 102KB)**
(Recycling & Waste Reduction) (Construction)
- **Sample Professional Services and Specialized Agreement(PDF, 345KB)**
Sample Services Agreement for Contractors
- **Sample Grant Agreement Template 22(PDF, 218KB)**
Oakland Grant Agreement Template_22_23
- **Sample Construction Agreement(PDF, 94KB)**
Sample agreement to be used as a template.
- **Sample Architectural and Engineering Agreement(PDF, 310KB)**

Sample Agreement for Architects and Engineers to use when working with The City.

- **Supplemental C Form(PDF, 177KB)
Affidavit of Certification (City of Oakland)**
- **Supplemental B Form(PDF, 179KB)
Affidavit of Certification (ACTC)**

EXHIBIT 5

**CONTRACTOR’S STATEMENT OF OWNERSHIP OF
INTELLECTUAL PROPERTY**

[TO BE PROVIDED BY CONTRACTOR]

EXHIBIT 6

Schedule of Payments

Exhibit 7

This Agreement is Exhibit 7 to the Agreement ["Agreement"] To Provide Information Technology Products and Related Professional Services by and between the City of Oakland ("City") and Flock Group Inc. ("Contractor"). In the event of any conflict between the terms and conditions of the Agreement and those of this Exhibit 7, the terms and conditions of the Agreement shall take precedence.

I, _____, hereby covenant and agree that I will abide by all terms of the Agreement To Provide Information Technology Products and Related Professional Services by and between the City of Oakland ("City") and [Flock Group Inc.]. I covenant and agree that my agreement to abide by all terms of the Agreement continue even if I leave my current employment or contractual arrangement with [Flock Group Inc.]. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Dated:

Signed:

Name:

Title:

EXHIBIT 8

Customer Installation Guide

EXHIBIT 9

DGO I-12 and DGO I-32.1