

**COUNTY OF LOS ANGELES
EQUIPMENT LOAN AGREEMENT**

This agreement is made and entered by and between the County of Los Angeles ("County") and Flock Safety.

WHEREAS, Vendor desires County to evaluate certain equipment in an on-the job environment;

WHEREAS. County desires to evaluate the certain equipment to access its potential and usability; and

WHEREAS, both parties agree that such use and evaluation shall be on a no charge and no obligation basis;

NOW THEREFORE, the parties agree as follows:

1. EQUIPMENT

A. Vendor shall provide to County the following equipment (collectively "Equipment"):

<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>Serial</u>
50	Flock Safety ALPR camera	Falcon	

B. Vendor shall furnish initial quantities, if any, of consumables and accessories. Upon County's request, additional quantities of consumables and accessories shall be provided to County at Vendor's cost.

2. TERMS

- A. The term of this Agreement, unless earlier canceled as provided herein, shall be six (6) months from receipt of equipment and installation.
- B. In no event shall this Agreement commence without County's Purchasing Agent having issued a "no charge" purchase order.
- C. The term shall only be extended by an amendment signed by County's Purchasing Agent.

3. CONSIDERATION

- A. Equipment, initial consumables and accessories, installation and use shall be at no charge.
- B. County's sole obligation shall be to evaluate and assess whether equipment has potential use in the County department to which equipment was installed. The results of such evaluation shall be at County's sole discretion, and County is not required to provide reports, analysis, comments and the like.

C. County has no obligation for endorsement, vendor reference or to acquire equipment.

4. CANCELLATION

This agreement **may** be canceled by either party for any reason **by** providing two (2) **days prior** written notice.

5. COSTS

- A. All transportation, rigging and packing charges in delivering equipment to and from the County facility shall be paid by vendor. Necessary packing cases together with all costs of crating for return of equipment shall be paid by vendor.
- B. Installation, instruction and/or training, use and de-installation shall be at no cost to County.

6. TITLE

- A. Title to equipment, accessories and other items provided hereunder remain with vendor. Vendor shall attach stickers or other visible means of identification which clearly identifies all equipment and items as "Loan Equipment Property of Flock Safety" or similar markings.
- B. Except for damage due to County's negligence while equipment is in County's possession, County shall have no liability for loss or damages to equipment or items provided hereunder.
- C. County's liability hereunder shall be limited to the extent of County's negligence (apportionment). In no event shall County be liable for indirect, special or consequential damages even if County was advised of the possibility of such. Further, County's liability shall not exceed the cost of replacement or repair of equipment.
- D. County shall have no liability for loss or damage resulting from causes beyond County's reasonable control.

7. RETURN

- A. At the conclusion or earlier termination of this agreement, vendor shall, at no cost to County, de-install, package and arrange for return of equipment.
- B. Holdover shall not be deemed as rental or obligation to purchase.

8. PURCHASE

Should County decide to purchase equipment, such purchase shall be pursuant to County's standard purchase requirements.

9. LOCATION

Equipment shall be installed and operated at:

[REDACTED] Northbound/Southbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Westbound/Eastbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound in an unincorporated area of Altadena.

[REDACTED] – Northbound/Southbound in an unincorporated area of Altadena.

[REDACTED] – Northbound/Southbound/Eastbound/Westbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound/Eastbound/Westbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound/Eastbound/2 Westbound in an unincorporated area of Altadena.

[REDACTED] – Northbound/Westbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound/Eastbound/Westbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound/Westbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound/Eastbound/Westbound in an unincorporated area of Altadena.

[REDACTED] 2 directions of Southbound in an unincorporated area of Altadena.

[REDACTED] Northbound/Southbound in an unincorporated area of Altadena.

[REDACTED] Southbound in an unincorporated area of Altadena.

10. NOTICES

Notices shall be sent to:

VENDOR:

Flock Safety
1170 Howell Mill Rd NW Suite 210
Atlanta, GA 30318
(866) 901-1781

COUNTY:

Los Angeles County Sheriff's Department
4500 City Terrace Drive
Los Angeles, CA 90063
[REDACTED]

This agreement is subscribed and entered into by the parties whose signatures appear below.

VENDOR

By: Sean Heieck

Name: Sean Heieck

Title: Director, Law Enforcement Major Accounts

Date: 2/10/2025

COUNTY OF LOS ANGELES

By: MJ

Name: MICHAEL MARION

Title: LIEUTENANT

Date: 2-10-2025

CONCUR

County of Los Angeles

Purchasing Agent

By: _____

Name: _____

Title: _____

Date: _____