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When Recorded, Mail to:
Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

LICENSE AGREEMENT
BETWEEN FLOCK SAFETY
AND THE TOWN OF LOS GATOS

THIS AGREEMENT is made on SEPTEMBER 25, 2024, between Flock Safety **("Licensee")** and the **Town of Los Gatos ("TOWN")**.

RECITALS:

A. Licensee has constructed and is maintaining seven privately owned cameras within TOWN's right-of-way.

B. TOWN is willing to permit Licensee to retain the seven previously installed cameras within TOWN's right-of-way in accordance with this License Agreement.

THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties agree as follows:

1. TOWN grants to Licensee a license for the purposes of allowing Licensee to maintain seven cameras in the TOWN right-of-way in the locations shown in Exhibit A, which is attached and incorporated by reference. The location and appearance of the improvements (the "Improvements") are also shown on Exhibit A, attached hereto and incorporated by reference. Licensee shall maintain such Improvements in good repair, and in a substantially similar appearance, for the life of this License Agreement or the life of the camera, whichever is shorter duration. Licensee agrees to obtain an encroachment permit from the Town for any changes to the existing installations.

2. The rights granted by this license shall be exercised, maintained, and used in such a manner as not to cause any damage or destruction of any nature whatsoever to TOWN's property or interruption of the TOWN's use of the right-of-way.

3. Licensee also agrees to remove the Improvements at their expense within 30 calendar days a) after the date written notice by the TOWN is mailed to the Licensee at 1170 Howell Molle Road NW Suite 210 Atlanta, GA, stating that the TOWN is requiring its removal and reasons therefore; or b) after expiration or discontinuation of Licensee agreement with camera subscriber. If, after the 30 calendar days, such Improvements have not been removed, the TOWN, or its designated agents may remove the Improvements and charge all costs and expenses of such removal to the Licensee, who shall be fully liable for payment thereof.

4. Licensee agrees to defend, indemnify, and hold TOWN harmless from any claims for damage to their property or other third parties arising out of Licensee use of TOWN's property.

5. Licensee will satisfy the insurance requirements set forth in Exhibit B, which is attached and incorporated by reference.

6. The obligations and conditions of this License Agreement, and the rights and interests created herein, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This License Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for litigation concerning this License Agreement shall be in Santa Clara County, California.

8. This License Agreement will remain in effect for a period of five years unless terminated pursuant to Section 3 of this License Agreement.

9. This Agreement will be recorded with the Santa Clara County Recorder's office.

<u>EXHIBITS</u>:

A. Location and Photo of Seven Cameras

B. Insurance Requirements

LICENSEES' SIGNATURE TO BE NOTARIZED

FLOCK SAFETY

By: ____________________ (Signature)
Mark Smith, General Counsel

Dated: 25 SEPTEMBER 2024

NotaryCertificate Attached /
AffixedPursuant:
☐ CA Ack Code – Gov § 1189
☒ CA Jurat Code – Gov § 8202

TOWN

By: ____________________
~~Nicolle Burnham~~ Katy Nomura
~~Parks and Public Works Director~~
Interim Town Manager

Dated: ____________________

ATTEST:

____
Wendy Wood
Town Clerk

Approved as to form:

____
Gabrielle Whelan
Town Attorney

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☐ See Attached Document (Notary to cross out lines 1–6 below)
☒ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

MARK SMITH
226 STERLING AVE
PACIFICA, CA 94044
Execution of License Agreement between Flock Safety
and ~~the Town of~~ Los Gatos

Signature of Document Signer No. 1 | *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 25th day of September, 2024,
Date *Month* *Year*
by
(1) Mark A. Smith
(and (2)________________),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KRISHNA NIRAJ PATEL
COMM. #2484984
NOTARY PUBLIC • CALIFORNIA
SAN FRANCISCO COUNTY
Commission Expires March 19, 2028

Signature Krishna Patel
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

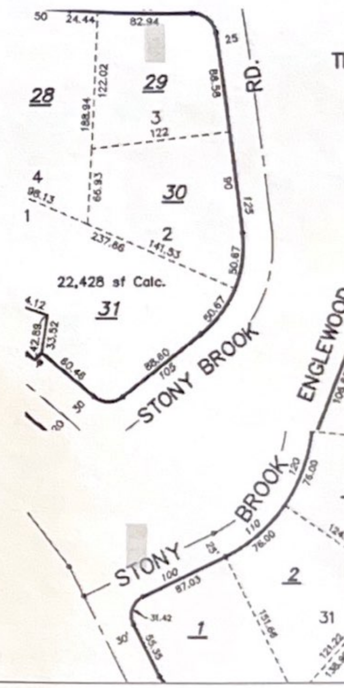
Description of Attached Document

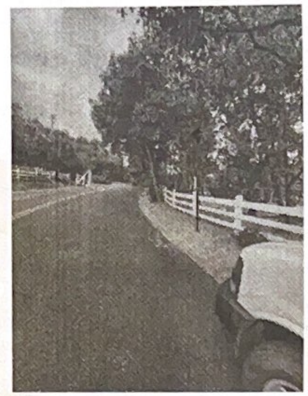
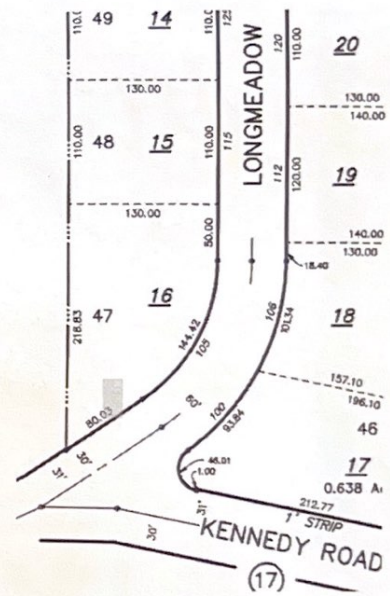
Title or Type of Document: License Agreement Betw. Flock Safety Document Date: ______

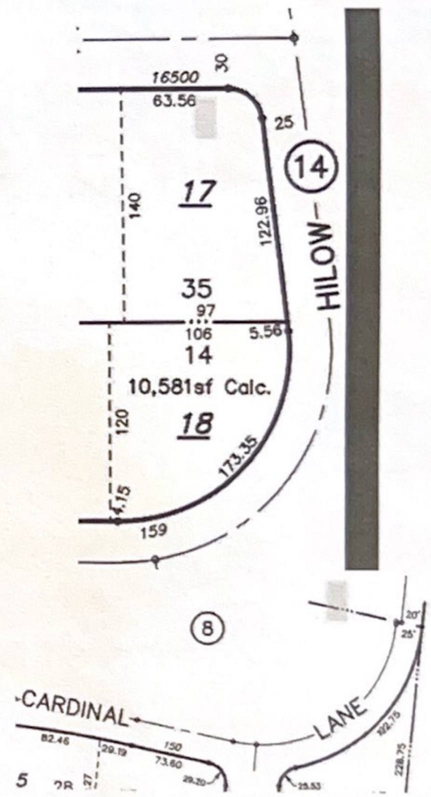
Number of Pages: ____ Signer(s) Other Than Named Above: ______

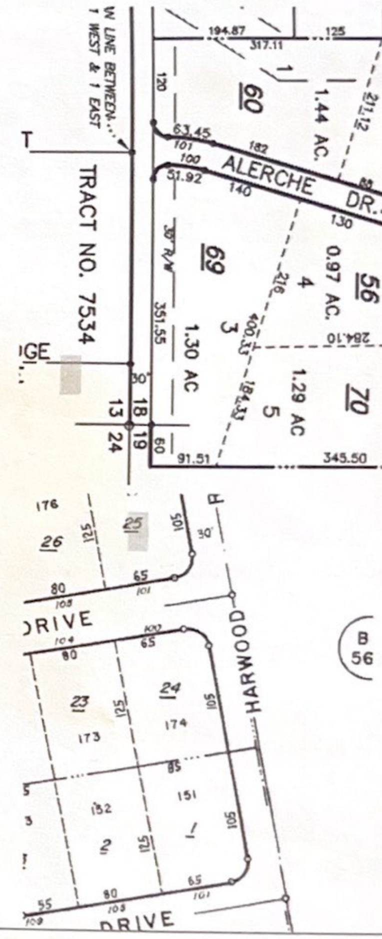
EXHIBIT A

Location of Seven Cameras

Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
1	100 Stoneybrook Road	Camera mounted on a pole installed 3 feet back from back of rolled curb. ROW is 50 foot wide per the County Assessor's Map. Approximate roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line is 6 feet back from back of rolled curb. Pole and camera are located 3 feet in the public ROW.		

Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
2	105 Longmeadow Drive	Camera mounted on a pole 2 feet back from back of rolled curb. ROW is 60 foot wide per the County Assessor's Map. Approximate roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line approximately 11 feet back from back of rolled curb. Pole and camera are located 9 feet in the public ROW.		

Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
3	160 Robin Way (Cardinal Lane/Hilow Road side of residence)	Camera mounted on a pole 2 feet behind the back of curb. ROW is 45 feet wide per the County Assessor's Map – 25 feet west of road centerline, and 20 feet east of road centerline. Roadway width is 36 feet from back of curb to back of curb. If it is assumed that the roadway dimensions are offset from the centerline as shown on the map, meaning that the road is not centered in the ROW, then the property line is 20 feet back from the centerline on the east side, and the pole and camera are located on the property line. If it is assumed that the roadway is centered in the 45 foot ROW, then the property line is 22.5 feet back from the centerline and the pole and camera are located 2.5 feet in the ROW.		

Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
4	Harwood (101 Belcrest Drive residence)	Camera mounted on a pole 4 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Road is offset from the centerline. Assuming the stone fence on the east side of the ROW is on property line, the pole is measured 53.5 feet from the eastern property line. Pole and camera are located 6.5 feet in ROW. Encroachment permit issued for installation at this location but does not address long term occupation of ROW.		

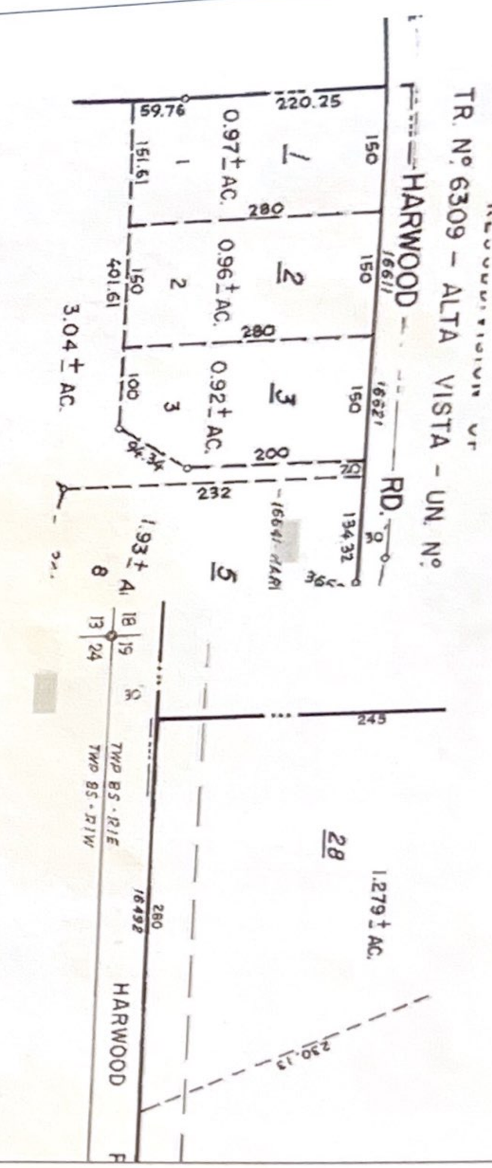
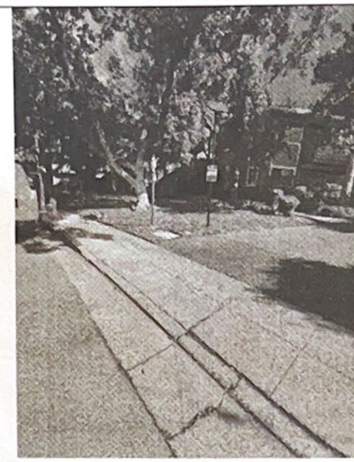
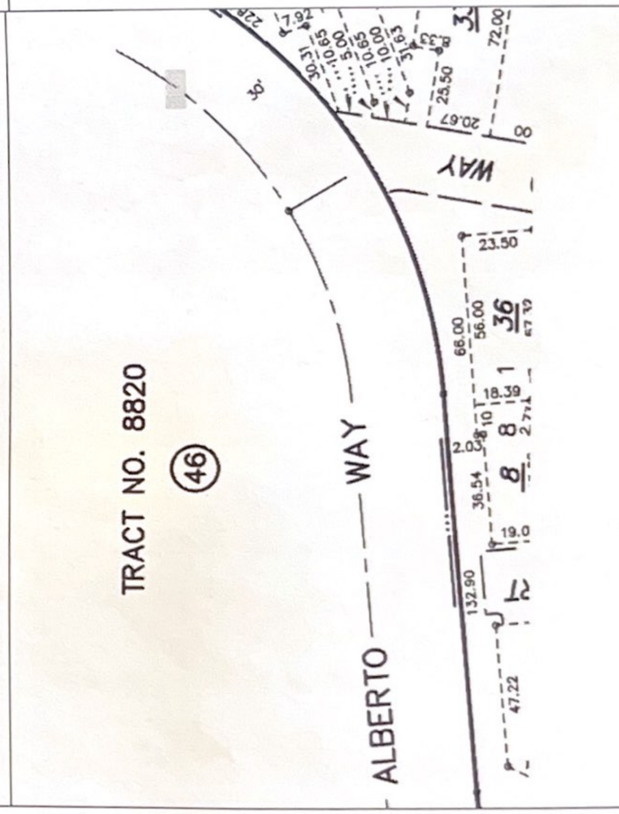
5	Harwood (102 Beridge Drive residence)	Camera mounted on a pole 5 feet back from the lip of gutter. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 36 feet from lip of gutter to lip of gutter. Assuming roadway is centered in ROW, then property line is 7 feet back from the lip of gutter. Pole and camera are located 2 feet in the ROW. Encroachment permit issued for installation at this location but does not address long term occupation of ROW.		

Exhibit A – Location and Photos of Seven Cameras

Location No.	Flock Camera Location	Description	Image of Camera	County Assessor's Parcel Maps
6	420 Alberto Way	Camera mounted on a pole 7 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 38 feet from back of curb to back of curb. Assuming roadway is centered in ROW, then property line is 11 feet back from the back of curb. Pole and camera are located 4 feet in the public ROW.		

Location No.	Flock Camera Location	Description	Image of Camer…	
7	188 Twin Oaks Drive	Camera is mounted on a pole 1.5 feet back from the back of curb. ROW is 60 feet wide per the County Assessor's Map. Roadway width is 38 feet from back of curb to back of curb. ROW line is 11 feet back from the back of curb. Pole and camera are located 9.5 feet in the ROW. No Encroachment permit issued for installation at this location.		

EXHIBIT B

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LICENSEES

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of TOWN's right-of-way. This requirement can be satisfied with a homeowner's insurance policy or excess liability/personal umbrella policy equal with minimum coverage in amounts equal to or greater than the amounts specified below. The cost of such insurance shall be borne by Licensee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence, **plus Umbrella coverage for a minimum of $2,000.000**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation** insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (for lessees with employees).

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status
The CITY, its elected and appointed officials, employees and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10

Primary Coverage
For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance as respects the CITY, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, and agents, shall be excess of the Lessee's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

Waiver of Subrogation
Licensee hereby grants to CITY a waiver of any right to subrogation which any insurer of said Licensee may acquire against CITY by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the Licensee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its elected and appointed officials, employees, and agents; or the Licensee shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage
Licensee shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation
Licensee hereby grants to CITY a waiver of any right to subrogation which any insurer of said Licensee may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances
CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.