

LICENSE AGREEMENT

[for The Construction, Installation, Maintenance, and Operation of Automatic License Plate Reader Equipment Within the Public Right-Of-Way]

THIS LICENSE AGREEMENT (herein referred to as the "Agreement") is entered into this ____ day of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation ("City"), BELMONT ESTATES HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("HOA"), and FLOCK GROUP INC., a Delaware corporation authorized to do business in California ("Flock").

A. The City owns and maintains certain street light and traffic signal poles ("poles") within the public right-of-way.

B. The HOA has requested to install automated license plate reader cameras ("ALPR Equipment") to improve neighborhood safety within Belmont Estates.

C. Flock provides ALPR hardware and services and has been retained by HOA to furnish, install, and maintain such equipment.

D. Chapter 12.64 of the Orange Municipal Code requires an encroachment permit for any encroachment into the public right-of-way, including attachment of any equipment to City-owned poles.

E. The City is willing to grant a limited, revocable license for use of certain poles, subject to this Agreement, OMC requirements, and all applicable state and federal laws, including California Civil Code §§ 1798.90.5–1798.90.55 (ALPR statutes) and Penal Code § 1546 et seq. (CalECPA).

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE.

City grants HOA and Flock a limited, revocable, and nonexclusive license to install, operate, maintain, repair, relocate, and remove ALPR Equipment on specific City-owned poles approved in writing ("Licensed Poles"). No easement, leasehold, or property right is conveyed. Exhibit A, attached hereto, includes the approved locations of ALPR Equipment on City-owned poles.

2. TERM AND REVOCATION.

A. **Effective Date and Term.** The term shall be three (3) years from the Effective Date, which shall mean the date this Agreement is fully executed by all Parties. City Manager is granted the express authority to approve up to two (2) additional three-year renewals.

B. **Revocation.** City may revoke this Agreement, in whole or in part, at any time, with or without cause, by written notice.

3. ENCROACHMENT PERMITS AND APPROVED PLANS.

As a condition precedent to any installation or substantial maintenance activity, HOA or Flock shall obtain an encroachment permit from the Public Works Department pursuant to Orange Municipal Code section 12.64. Each installation shall require a separate permit.

All work shall be done in a good and skillful manner, subject to the supervision and reasonable satisfaction of the City. The work shall comply with all standards imposed by City law and be conducted with the least possible hindrance or interference to the Public Right-of-Way and City Property, including compliance with the California Manual on Uniform Traffic Control Devices, Americans with Disabilities Act pedestrian accommodation standards. Each installation shall have supporting structural calculations and plans prepared by a California licensed professional engineer and traffic control plans prepared by a California licensed professional engineer or traffic engineer. All plans must be submitted for encroachment permit review and approval by the City's Public Works Department prior to issuance of said encroachment permit.

4. INSTALLATION STANDARDS.

ALPR Equipment shall be installed only by means of approved banding or bracket attachments, and under no circumstances shall drilling into City poles be permitted. The combined weight of the camera, solar panel, clamps, and related hardware shall not exceed thirty (30) pounds, and all installations must maintain adequate clearance from traffic control devices, signage, and utilities, and shall not extend past the curb face. Historic and ornamental poles, or any poles deemed unsuitable by the City, shall not be used. Each unit must bear a durable label identifying ownership and a twenty-four-hour contact number.

5. MAINTENANCE, RELOCATION, AND REMOVAL.

A. Maintenance. HOA and Flock shall, at their sole cost, keep the ALPR Equipment in safe, good condition, promptly remove graffiti, and immediately correct any unsafe condition.

B. Relocation. Upon City notice, HOA and Flock shall relocate ALPR Equipment at their sole cost as required for City projects, emergencies, utility conflicts, or safety.

C. Removal; City Self-Help. City may require removal at any time, with or without cause. HOA and Flock shall remove the ALPR Equipment within five (5) calendar days of written notice, or immediately if directed in an emergency. If they fail to do so, City may remove ALPR Equipment without further notice and recover all associated costs.

D. Should the Parties agree, after the Effective Date of this Agreement, to allow the removal, relocation, or installation of additional ALPR Equipment locations, any changes shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized on behalf of the City to approve and execute amendments to this Agreement reflecting the additional installation of ALPR Equipment locations.

E. Cost Recovery. Any unpaid amounts owed to City may be collected by any lawful means, including civil action, assessment against HOA property, or lien proceedings as permitted by law.

6. AT-RISK CONDITION.

The Parties acknowledge that the ALPR Equipment is installed and operated entirely at the risk of HOA and Flock. City is not a bailee or custodian, owes no duty of care to the ALPR Equipment, and has no obligation to repair, replace, or protect it, even if damaged or removed during City operations.

7. DATA, PRIVACY, RETENTION, AND PUBLIC RECORDS.

A. Compliance. HOA and Flock shall comply with California's ALPR statutes (Civ. Code §§ 1798.90.5–1798.90.55) and CalECPA (Penal Code § 1546 et seq.). Any Orange Police Department access to data shall be governed by a separate written agreement consistent with those laws.

B. Retention/Destruction. ALPR data shall be retained no longer than thirty (30) days unless part of an active investigation or lawfully preserved; upon expiration, data shall be permanently destroyed using industry-standard secure deletion protocols. HOA and Flock shall maintain written retention and destruction policies and provide them to City upon request.

C. Public Records; Security Records. Compiled maps or datasets of camera locations shall be treated as exempt security records to the extent permitted by law (Gov. Code § 7923.600). HOA and Flock shall indemnify and hold the City harmless from all costs, fees, and liabilities incurred in responding to Public Records Act requests, writ petitions, or litigation relating to ALPR data.

D. City Non-Custodial. City has no responsibility to store, retain, or secure ALPR information.

E. Private Property ALPR Equipment. Any ALPR equipment installed on privately owned poles or other private property is installed solely pursuant to the private property rights of HOA or other private property owners and not pursuant to this Agreement. The City does not authorize, permit, approve, regulate, endorse, or assume responsibility for the placement, orientation, field of view, operation, data capture, retention, use, or disclosure of any ALPR equipment located on private property, even if such equipment captures images or data from the public right-of-way. All legal compliance obligations, risks, and liabilities associated with privately owned ALPR equipment, including compliance with Civil Code sections 1798.90.5–1798.90.55, Penal Code section 1546 et seq., and any other applicable privacy or data protection laws, shall rest solely with HOA and Flock. Nothing in this Agreement shall be construed as City approval of any privately owned ALPR installation or of any data collected therefrom.

8. INSURANCE.

HOA and Flock shall each procure and maintain, at their own expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, automobile liability insurance with limits of not less than \$1,000,000 combined single limit, and workers' compensation insurance as required by California law with employer's liability

limits of not less than \$1,000,000. The City, its officers, officials, employees, volunteers, and agents shall be named as additional insureds by endorsement on the general liability policy (ISO CG 20 10 and CG 20 37 or equivalent), and coverage shall be primary and non-contributory. Policies shall include a waiver of subrogation in favor of the City for general liability and workers' compensation. Insurers must be admitted in California with a current A.M. Best rating of A-VII or better, or otherwise approved by the City. Certificates and endorsements shall be furnished to and approved by the City prior to installation, and policies shall not be cancelled without thirty (30) days' prior written notice to the City (ten (10) days for non-payment of premium).

9. INDEMNIFICATION; JOINT AND SEVERAL LIABILITY.

To the fullest extent permitted by law, HOA and Flock shall be jointly and severally liable to defend, indemnify, and hold harmless City, its officers, officials, employees, and agents from and against any and all claims, demands, damages, liabilities, fines, penalties, losses, costs, and expenses, including attorneys' fees, arising from or related to the installation, operation, presence, relocation, or removal of the ALPR Equipment. This duty expressly includes claims for bodily injury or property damage, privacy or data claims, Public Records Act disputes, intellectual property or proprietary rights claims, and all costs associated with relocation or removal. HOA and Flock shall provide an immediate defense upon tender by City, with counsel subject to City approval. These obligations survive termination or expiration of this Agreement.

10. COSTS AND FEES.

HOA and Flock shall pay all City permit, inspection, plan check, and processing fees and shall reimburse City for any extraordinary costs incurred as a result of the ALPR Equipment. City shall not be responsible for any costs related to the ALPR Equipment or its operation.

11. NO CITY OBLIGATIONS.

City has no duty to provide electrical service, communications connections, internet access, monitoring, maintenance, or repair of the ALPR Equipment, nor to ensure compliance with ALPR statutes, privacy laws, or neighborhood signage requirements. All such responsibilities rest solely with HOA and Flock.

12. CEQA.

The Parties acknowledge that approval of this Agreement is categorically exempt under CEQA Guidelines §§ 15301 (Existing Facilities) and 15303 (Small Structures). HOA and Flock assume all risk of any CEQA challenge and agree to indemnify and hold City harmless from any costs, attorneys' fees, or damages arising from such claims.

13. DEFAULT; REMEDIES.

If HOA or Flock defaults in performance and fails to cure within ten (10) days after written notice from City—or immediately if the default concerns public safety—City may suspend or terminate this Agreement, remove the ALPR Equipment, and recover all costs.

14. FORCE MAJEURE.

No Party shall be liable for delay or failure in performance due to events beyond its reasonable control, including natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil disorder, or government action, provided the affected Party promptly notifies the others and uses reasonable efforts to resume performance. HOA and Flock remain responsible to secure ALPR data during any force majeure event.

15. DISPUTE RESOLUTION.

Prior to filing any legal action, the Parties shall attempt in good faith to resolve disputes through direct negotiation. If unsuccessful, they shall participate in non-binding mediation in Orange County before commencing litigation. Mediation costs shall be shared equally. Nothing herein limits City's right to seek immediate injunctive or equitable relief to protect public safety or enforce removal.

16. ASSIGNMENT.

This Agreement may not be assigned without the prior written consent of the City, which may be withheld in its sole discretion.

17. WAIVER.

Failure on the part of either party to enforce any provision of this Agreement may not be construed as a waiver of the right to later compel enforcement of that provision, or any other provision.

18. NOTICE.

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

To the City: City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Manager

To FLOCK: Flock Safety
1170 Howell Mill Rd., Ste 210
Atlanta, GA 30318

To HOA: Belmont Estates c/o Cardinal Property Management
3111 North Tustin Street
Orange, CA 92865

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement is deemed to be equally drafted by both parties.

20. MODIFICATION.

This Agreement may only be modified by a writing signed by both parties.

21. GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

[Signatures on the next page]

IN WITNESS WHEREOF, the City and Licensee have entered into this License on the year and day first above written.

“CITY”

CITY OF ORANGE, a municipal corporation

Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney √

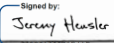
BELMONT ESTATES HOMEOWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: _____
Printed Name: _____
Title: _____

Date: _____

FLOCK GROUP INC., a Delaware corporation

Date: _____

By:  _____
Printed Name: Jeremy Heusler
Title: Senior Permitting Manager

IN WITNESS WHEREOF, the City and Licensee have entered into this License on the year and day first above written.

“CITY”

CITY OF ORANGE, a municipal corporation

Daniel R. Slater, Mayor


ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney √

BELMONT ESTATES HOMEOWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: 
Printed Name: Geoffrey S. Fearn
Title: President

Date: 05/08/2026

FLOCK GROUP INC., a Delaware corporation

Date: _____

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the City and Licensee have entered into this License on the year and day first above written.

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CITY OF ORANGE, a municipal corporation

Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney √ X

BELMONT ESTATES HOMEOWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: _____
Printed Name: _____
Title: _____

Date: _____

FLOCK GROUP INC., a Delaware corporation

Date: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

Site and Pole Location Map

[Behind this sheet.]

FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01049367
 PERMITTING JURISDICTION:
 Orange (City of), Right-of-Way

**Orange (City of), Right-of-Way
 ON BEHALF OF
 CA - Belmont Estates Homeowners Association**

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CONTACT LIST

PERMITTING

jeremy.heusler@flocksafety.com

PROJECT MANAGER

hayley.goodman@flocksafety.com

CA - Belmont Estates Homeowners Association

01049367

Flock Safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	04/06/2026	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF CALIFORNIA

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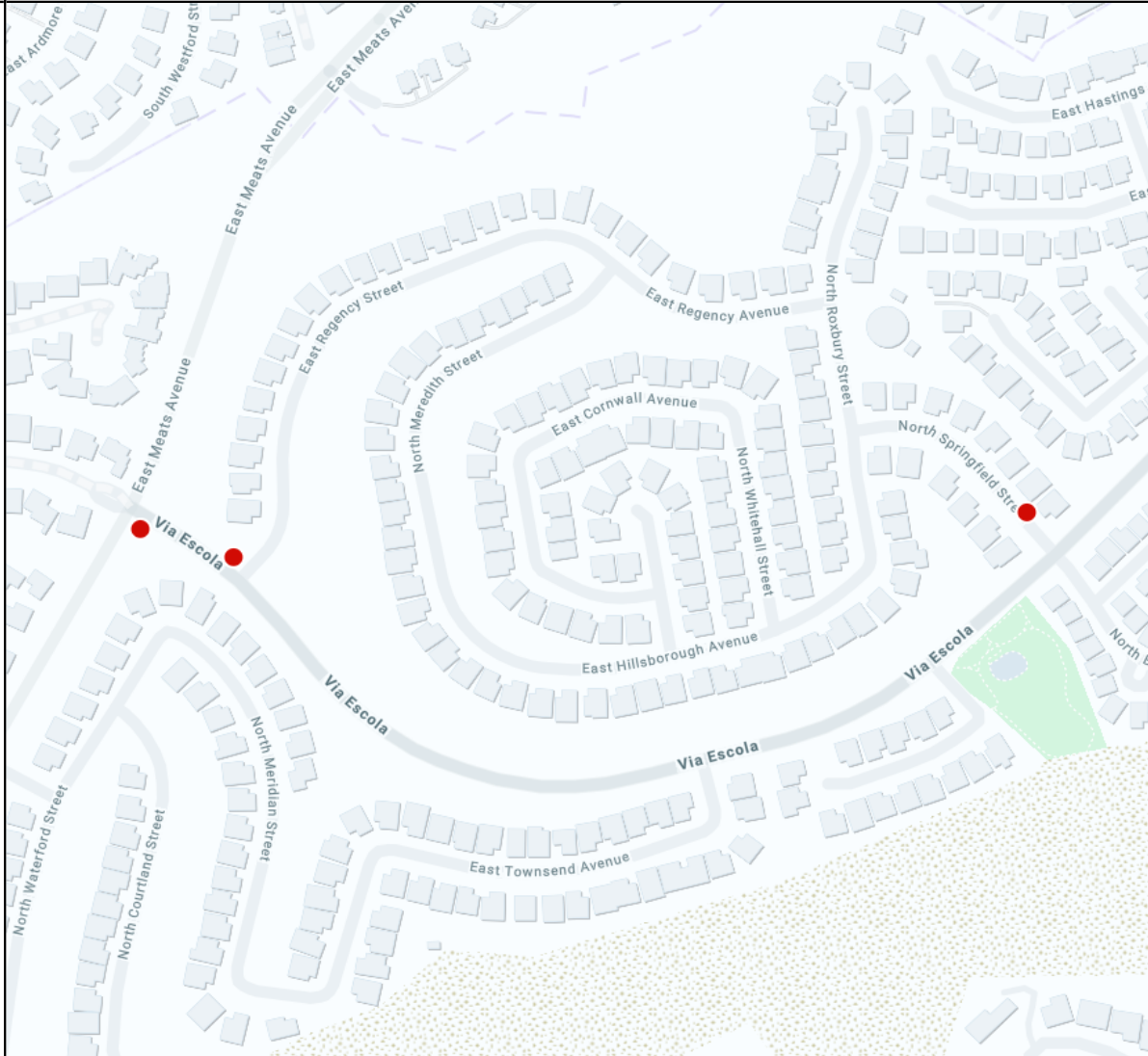
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01049367
 PERMITTING JURISDICTION: Orange (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:
T.01

REV:
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DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
A.01 - A.03	PLAN DRAWINGS



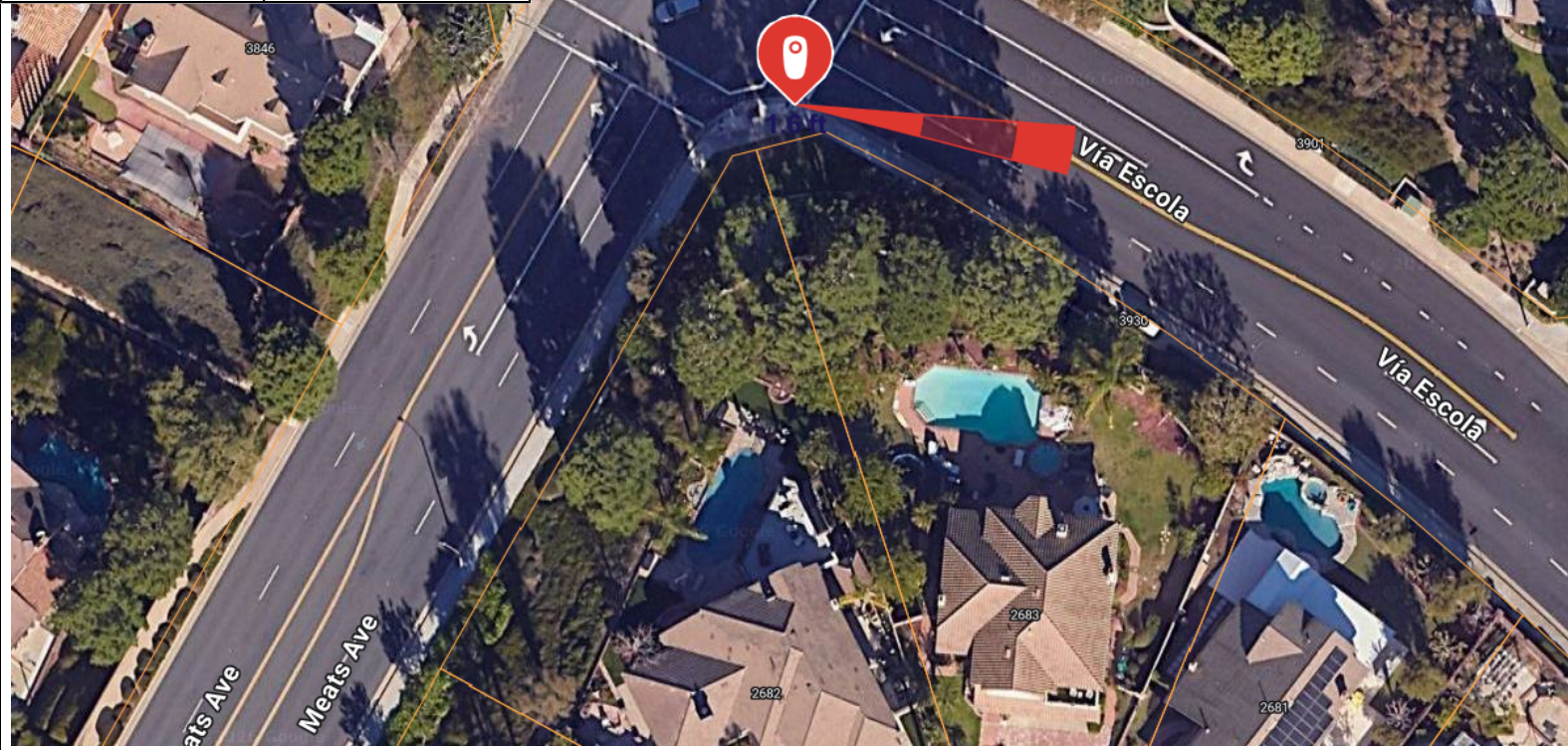
**Know what's below.
 Call before you dig.**

FLOCK LOCATION DETAILS

LOCATION NAME: F#002 Via Escolá @ Meats Ave - IB/SB
 GEOGRAPHIC COORDINATES:
 33.83442444603919,-117.8122952797588 **Pole #7738**



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
3930 Via Escolá	40	2500	1.6 ft
Corresponding Spec Sheet		Spec.01-02	



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CA - Belmont Estates Homeowners Association

01049367

Flock Safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01049367
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 Right-of-Way

COVER SHEET & LOCATION MAPS

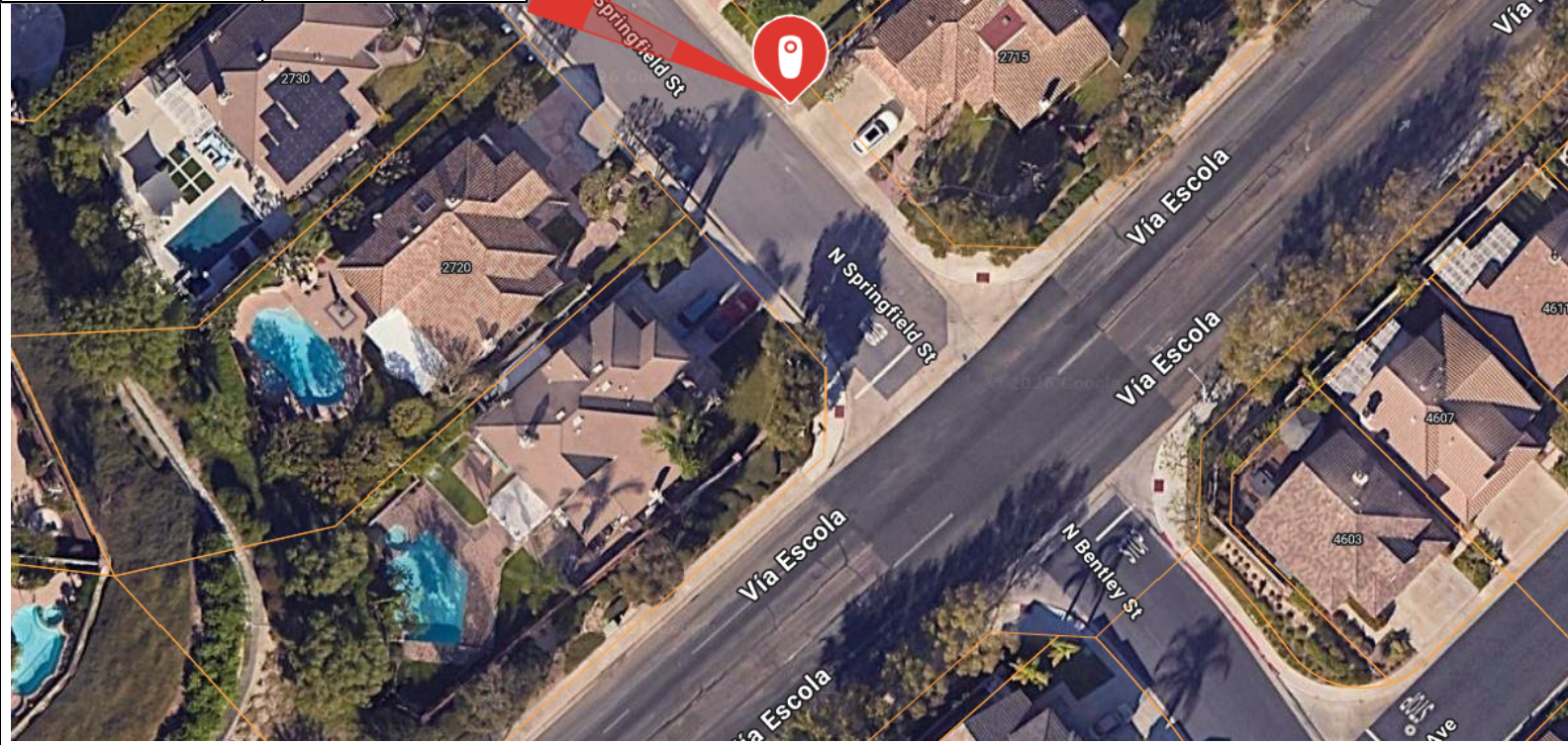
SHEET: A.01	REV: 0
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FLOCK LOCATION DETAILS

LOCATION NAME: F#004 N Springfield St @ E Via Escala Ave - EB
 GEOGRAPHIC COORDINATES: 33.8345480081016,-117.8050597205792 Pole #0932



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
2715 N Springfield St	40	2500	0 ft
Corresponding Spec Sheet		Spec.03-04	



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CA - Belmont Estates Homeowners Association

01049367

Flock Safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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-	-	-	-
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0	04/06/2026	FLK	PRELIM

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01049367
 PERMITTING JURISDICTION: Orange (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS

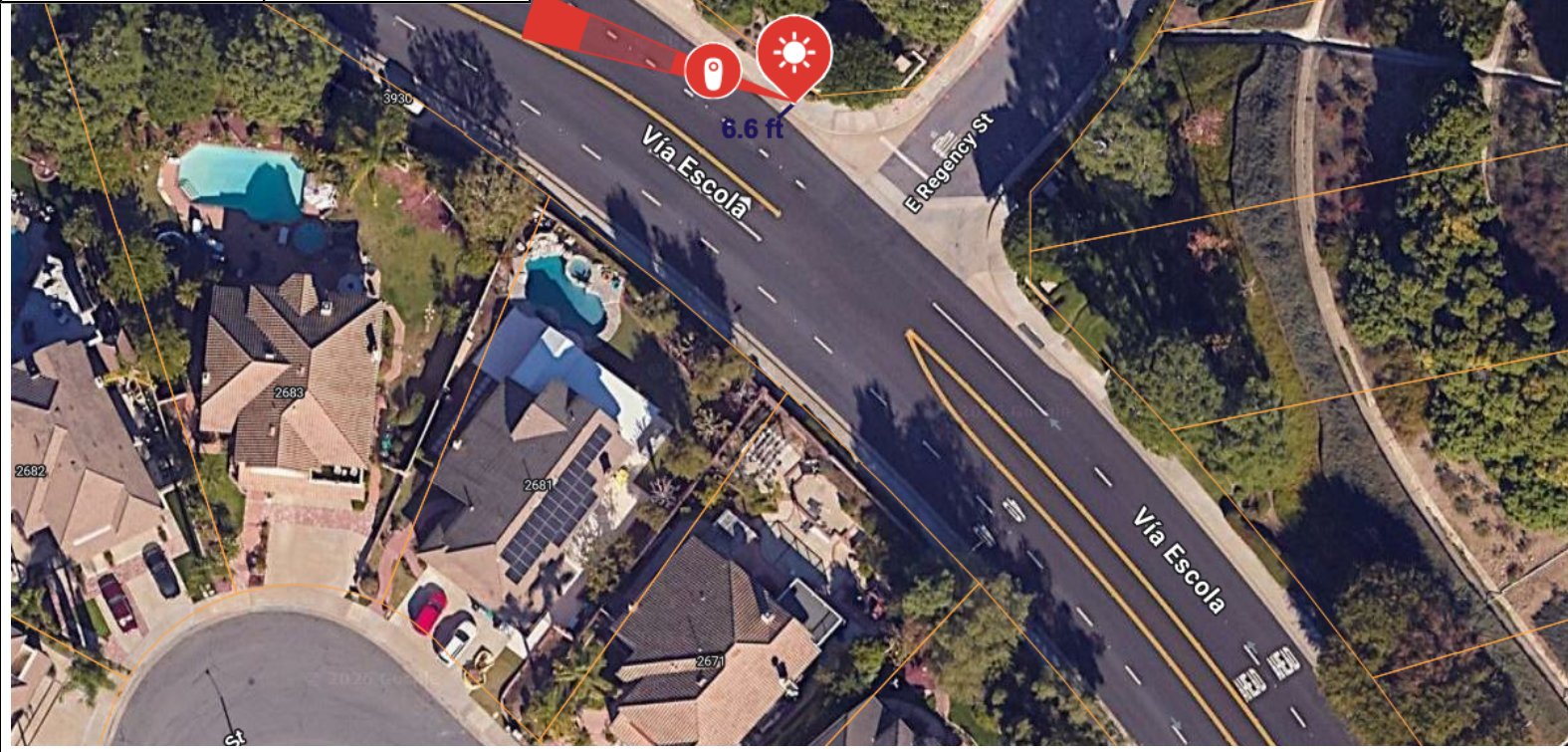
SHEET: A.02	REV: 0
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FLOCK LOCATION DETAILS

LOCATION NAME: P#002 E Regency Ave @ E Via Escala Ave - IB/NB
 GEOGRAPHIC COORDINATES:
 33.83423243362274,-117.8115394750761 **Pole #0820**



STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
4009 E Regency Ave	0		6.6 ft
Corresponding Spec Sheet		Spec.05-06	



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CA - Belmont Estates Homeowners Association

01049367

Flock Safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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CASE NUMBER: 01049367
 PERMITTING JURISDICTION: Orange (City of),
 Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET: A.03	REV: 0
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