

# CITY OF ELK GROVE



## CONSULTANT CONTRACT FOR COBWEBS AMERICA, INC.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on August 9, 2023, by and between City of Elk Grove, a municipal corporation (the “City”) and Cobwebs America, Inc., a Delaware corporation, registered with the California Secretary of State, (the “Consultant”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

### **1. SCOPE OF SERVICES**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on August 10, 2028, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

### **3. SCHEDULE FOR PERFORMANCE**

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City



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Manager, or the City Manager’s authorized representative. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

**4. COMPENSATION**

A. Consultant shall be paid as set forth in Exhibit C, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed Three Hundred sixty-Two Thousand Dollars (\$362,000.00), without City’s prior written approval. Said amount shall be paid upon submittal of an invoice showing completion of the tasks, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

**5. NOTICES**

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney’s Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Cobwebs America, Inc.  
Attn: Jim Rowley  
1441 Broadway, Ste 509  
New York, NY 10018

**6. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant



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and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.



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## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.



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#### **14. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

#### **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

#### **16. COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

#### **17. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.



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C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

## **19. ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.



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## **21. LIABILITY OF CONSULTANT—NEGLIGENCE**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Consultant shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

## **23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:



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TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 1-year past contract expiration

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

#### **24. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

#### **25. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

#### **26. UNAUTHORIZED ALIENS**

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

#### **27. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses,



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permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

## **28. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **29. MISCELLANEOUS PROVISIONS**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default



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or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

***[Signatures to follow on next page]***



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**30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this 15th day of August, 2023, by the Parties as follows:

Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: Eyal Bachar 7/24/2023 | 12:23 PM PDT  
Eyal Bachar, Managing Director

Approved as to form:

**CITY OF ELK GROVE**

By: Jonathan P. Hobbs 8/24/2023 | 12:44 PM PDT  
Jonathan P. Hobbs, City Attorney

By: [Signature] 8/15/2023 | 9:07 AM PDT  
Jason Behrmann, City Manager

Attest to:

By: [Signature]  
Jason Lindgren, City Clerk

Dated: 8/15/2023 | 10:13 AM PDT



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## EXHIBIT A

### Scope of Work

1. Consultant shall provide the Elk Grove Police Department (EGPD) with software licensing and access to the COBWEBS Tangles Web Investigation Platform, an open-source web intelligence search and analytical tool for law enforcement.
2. Employees with an @elkgrovepd.org email domain shall have access to the Tangles Web Investigation Platform 24 hours a day, 7 days a week.
3. Functionalities of the Tangles Web Investigation Platform shall include, but are not limited to, the following:
  - a. The platform shall automate Web Intelligence gathering and analysis processes from different layers of the Web (Open, Deep & Dark) for both target and topic centric investigations without the need to maintain fictitious online personas or avatars.
  - b. The platform shall have the ability to gather information from parts of the internet whose contents are not indexed by standard search engines, the dark web sites which are non-existing on regular search engines, inaccessible by standard commercial web browsers and not listed on Internet Corporation for Assigned Names and Numbers.
  - c. The platform shall have the capability to extract social media content from various social media platforms including, but not limited to YouTube, LinkedIn, Flickr, Tumblr, Vkontakte, Google+, Tik Tok, Tinder, Weibo, Viber, Twitch, Reddit, Parler, Gab, and Snap Chat.
  - d. The platform shall have the capability of displaying accounts or usernames for messaging sources such as Viber, Telegram, Skype, Truecaller, etc.
  - e. The platform shall have the capability of searching the dark web including Tor, I2P, IRC, Openbazaar and Zeronet.
  - f. The platform shall support adding and retrieving from any open-web type of forums, blogs, portals, social news, newsletters, news sites, media-sharing platforms, search engines, paste websites, and similar web forums.
  - g. The platform shall perform social media post analysis, such as identification of influencers and top authors, prevalent topics, and category intensity, including sentiments around a post.
  - h. The platform shall demonstrate the ability to use image & visage matching, landmark recognition, and optical character recognition.
  - i. The platform shall have the capability to rapidly complete searches and provide profile analysis within 30 minutes.
  - j. The platform shall demonstrate an easy-to-use graphical interface with dashboard technology, concurrent usage of search and analysis and enables the sharing of information between credentialed users.



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- k. The platform shall demonstrate Case and Project Management tools, prior case deconfliction tools as well as the ability for the administrator to assign cases or projects to credentialed users.
  - l. The platform shall have the capability of analyzing information in real time, in a timeline manner, query historical data and present retrieved information in an easy-touse interface.
  - m. The platform shall have the capability of providing searchable, auditable on-chain activity and be able to save search results and represent visual link analysis of various searches to find connections between leads as well providing a visual timeline to enable users to see how data evolved for related analysis over a period of time.
  - n. The platform shall have the capability to conduct geographical searches and convert text locations to geographical locations.
  - o. The platform shall have the capability of providing centralized administration of the system and support multiple role-based users for the organization.
  - p. The platform shall have the capability to combine the power of the internet, social media and dark web, intelligence, deep analysis, warrant return ingestion from major social media providers and report generation into one interface.
  - q. The platform shall have the capability of automatic real-time alerts or triggering an alert when a match is found based on the key words, emoji strings or user actions.
  - r. The platform shall have the capability of capturing the activity and patterns of a subject, for example the activity and volume per day of the week, platforms being used, and automatic detection of the language being used.
  - s. The platform shall have the capability of multi-language support with the ability to classify, understand the content and extract the entities in the text via its natural language processing capabilities, including identification of sentiments in multi-lingual texts.
  - t. The platform shall be Software-as-a-Service (SaaS) and shall require no hardware to be installed locally at the EGPD.
    - i. The platform shall be cloud-based, and Consultant shall not install, own, or manage any equipment on EGPD's network.
  - u. The platform shall be compatible with Windows 10/11, Apple Operating Systems, and accessible using any modern web browser, including, but not limited to, Chrome, Firefox, Safari, and Edge.
  - v. The platform shall be Azure certified and have the capability for single sign on (SSO) and two factor authentication.
4. Security Requirements:
- a. Consultant's data and information systems shall comply with minimum federal regulations of FBI Criminal Justice Information Services (CJIS).
5. Project and Account Management:
- a. City shall assign a Project Manager to oversee the deployment and implementation of this project.



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- b. Consultant shall assign an Implementation Project Manager and shall provide City with name, phone, and email contact information.
- c. Consultant shall provide a dedicated account manager for support a software onboarding.
6. Consultant shall provide the following training:
  - a. Self-Paced Computer Based Training (CBT) Program (9 hours) – self paced, on-demand program which covers all aspects of the platform in a series of learning modules, practical exercises, and tests. Once the user has successfully completed the course, they will be presented with a certificate as a Certified Analyst.
  - b. Kickstart Onboarding Program (2 hours) – designed to teach every user how to successfully use the platform immediately after receiving the system and after completing the CBT.
  - c. Tangles Essentials Training (16 hours) – instructor-led optional course. Once the user has successfully completed the course, they will be presented with a Cobwebs Essentials Certification.
  - d. Tangles Advanced Training (24 hours) – instructor-led optional course. This course demonstrates understanding additional features and methodologies within Tangles.
7. Maintenance and Support:
  - a. Consultant shall provide help desk support web portal access, email, and online chat Monday through Friday from 9 am to 5 pm Pacific Standard Time.
  - b. Consultant shall perform software upgrades as new software versions are released.

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## **EXHIBIT B**

### **Schedule of Performance**

Consultant shall complete the installation and deployment of the Tangles Web Investigation Platform within 30 days of execution of the Contract, and the Platform shall be available and fully operational for EGPD use throughout the full term of this Contract.

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## EXHIBIT C

### Compensation and Method of Payment

1. Consultant shall be compensated as outlined below.
2. Any services listed in Exhibit A, not outlined below, shall be provided at no additional cost to the City.
3. Consultant shall bill City on an annual basis and shall receive payment within 30 days of City's receipt of undisputed invoice. The one-time training fee of \$8,000 shall be included on the first year's invoice.

Description of Service	Price
Tangles Web Intelligence Platform Subscription, includes: <ul style="list-style-type: none"> <li>• 5 logins, up to 2 logins can be used simultaneously</li> <li>• 200 searches and 100 analysis per month</li> <li>• 30 active monitors per system</li> <li>• Advanced Image (AI) processing for landmarks, objects, and to recognize Optical Character Recognition in media</li> <li>• AI for internal and external face detection</li> <li>• 1 Webloc (geospatial) license for search and analysis</li> <li>• Dark Web as a Source - Tor, i2p, IRC, OpenBazaar, &amp; Zeronet</li> <li>• Covers all software, professional services, and maintenance.</li> </ul>	Year one: \$66,000 Years two-five: \$72,000
Onsite training, 2 days, 8 hours/day	One-time fee: \$8,000
Tangles Onboarding, includes: <ul style="list-style-type: none"> <li>• 2 hours remote based introduction</li> <li>• Online training portal access</li> <li>• Helpdesk (Monday-Friday, 9 am to 5 pm)</li> </ul>	
Maintenance and Support	Yearly rate: No cost



City of Elk Grove  
***Cobwebs America, Inc.***  
Re: Web Investigation Software Platform

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In the event the Contract is terminated prior to the expiration of the Contract, Consultant shall refund the City on a pro-rata basis, the amount of the annual fee covering the unused period. For example, if the annual fee is \$66,000, and the City terminates the Contract with 6 months remaining in the first year, Consultant shall refund the City \$33,000.

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.



City of Elk Grove  
**Cobwebs America, Inc.**  
 Re: Web Investigation Software Platform

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. Worker's Compensation:

- a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
- c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.

2. Errors and Omissions; Malpractice; Professional Liability:

- a. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
- b. The limits of liability shall not be less than:
 

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
- c. Both occurrence and claims-made policies are acceptable. Upon termination of this Contract the same insurance requirements in this section will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.



City of Elk Grove  
*Cobwebs America, Inc.*  
Re: Web Investigation Software Platform

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3. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
4. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
5. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
6. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
7. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
8. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
9. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
10. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
11. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
12. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.



City of Elk Grove  
**Cobwebs America, Inc.**  
Re: Web Investigation Software Platform

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**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: Eyal Bachar

Date: 7/24/2023 | 12:23 PM PDT

Name: Eyal Bachar

Title: Managing Director

**ASSUMPTION AND ASSIGNMENT AGREEMENT**

Cobwebs America, Inc. an out of state corporation, registered with the California Secretary of State (“Cobwebs”), Pen-Link, Ltd., a Nebraska corporation registered with the California Secretary of State (“Pen-Link”), and the City of Elk Grove (“City”) hereby agree (“Agreement”) to the assignment and assumption of Contract number C-23-487 as set forth below:

**RECITALS**

- A. On or about August 9, 2023, the City entered into contract number C-23-487 (“Contract”) with Cobwebs for software licensing and access to the COBWEBS Tangles Web Investigation Platform. The terms and conditions of the Contract, including any approved amendments, are hereby incorporated into this Agreement by reference.
- B. Section 19 of the Contract prohibits Cobwebs’ assignment of the Contract without the prior written approval of the City. Section 29.E. of the Contract further provides that the Contract is binding on Cobwebs and its respective heirs, successors in interest, and assigns.
- C. Subsequent to the executed Contract, Cobwebs notified City of its intent to sell and/or transfer certain of its business operations to Pen-Link, including the operations pertaining to the Contract. As a result, Cobwebs desires to assign its rights and obligations under the Contract to Pen-Link, and Pen-Link desires to assume Cobwebs’ rights and obligations under the Contract as set forth herein.
- D. The City agrees to the assignment and assumption of the Contract subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City, Cobwebs, and Pen-Link hereby agree to as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Assignment of the Contract.** Pursuant to the terms and conditions of the Contract, Cobwebs hereby assigns its rights and obligations under the Contract to Pen-Link. City hereby consents to Cobwebs assignment of the Contract and Pen-Link’s assumption of all rights and obligations of the Contract, subject to the terms and conditions of this Agreement and subject to Pen-Link’s full compliance with the terms and conditions of the Contract.
3. **Continuing Obligations of Cobwebs.** Cobwebs acknowledges and agrees that this Agreement is not intended to alter, waive or release any of the obligations that Cobwebs’ or its heirs, successors and assigns may continue to owe to the City under the Contract.
4. **Assumption by Pen-Link.** In consideration of City’s consent to Pen-Link’s assumption of the Contract, and the benefits arising therefrom, Pen-Link accepts the assumption of the Contract and agrees:

A. To assume all of the duties, obligations, liabilities, and conditions owed to the City by Cobwebs under the Contract, and to be bound by all of the terms and conditions of the Contract, without any limitation whatsoever, as if Pen-Link had been an original party to the Contract.

B. To perform, during the remaining term of the Contract, all of the duties, obligations, and all other terms and conditions whatsoever required of Cobwebs under the Contract in the same time and manner specified in the Contract, as if Pen-Link had been an original party to the Contract.

5. **Insurance.** Pen-Link shall provide all required proof of insurance concerning the kinds of coverage required under the Contract within fifteen (15) calendar days of its execution of this Agreement. Prior to commencement of any work under the Contract, Pen-Link shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D** to the Contract and attached hereto. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 1- year past contract expiration

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Pen-Link shall certify its compliance with Labor Code Section 3700 in the form attached to the Contract as **Exhibit E**, and attached hereto.

6. **Evidence of Insurance Compliance.** Pen-Link or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms **or** their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process BGLC's proof of insurance. Pen-Link shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

7. **Indemnity.** Pursuant to Section 22 of the Contract, to the fullest extent permitted by law, Pen-Link shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of

the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of the Contract, as may be amended, on the part of Pen-Link, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Pen-Link's obligation to indemnify City shall be capped at the policy limit of Pen-Link's insurance coverage such that City shall bear its own costs and fees, if any, that are in excess of Pen-Link's insurance policy limit. The provisions of this section shall survive termination or suspension of the Contract, as amended.

In any contract that Pen-Link enters into with any subcontractor in any capacity related to any and all duties under the Contract, as amended, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Pen-Link. Pen-Link's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of the Contract. In the event Pen-Link fails to obtain such indemnity obligations from others as required herein, Pen-Link agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

8. **Agreement Prevails.** In the event of any conflict or inconsistency between this Agreement and any provision of the Contract, as amended, the provisions of this Agreement shall govern and prevail.

9. **Notices.** All notices to be given to City and Pen-Link pursuant to this Agreement or the Contract shall be addressed as follows:

To CITY:

City Manager  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, California 95758

To PEN-LINK:

Pen-Link, Ltd.  
Attn: Cory O'Donnell  
5944 VanDervoort Drive  
Lincoln, NE 68516

10. **Construction and Interpretation.** Cobwebs, Pen-Link, and City agree and acknowledge that the provisions of this Agreement have been arrived at through mutual negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

11. **Authority.** The person(s) signing this Agreement hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of their respective party and to bind such party to the performance of its obligations hereunder.

12. **Entire Agreement.** This Agreement, the Contract, and any amendments thereto, constitute the entire Contract between City, Cobwebs, and Pen-Link concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this 23rd day of July, 2024, by the Parties as follows:

**COBWEBS AMERICA, INC.**

**PEN-LINK, LTD.**

By: Eyal Bachar 7/23/2024 | 11:24 AM PDT  
Eyal Bachar, Managing Director

By: Pat Severson 7/23/2024 | 2:25 PM EDT  
Pat Severson, Chief Financial Officer

Approved as to form:

**CITY OF ELK GROVE**

By: JH 7/23/2024 | 12:24 PM PDT  
Jonathan P. Hobbs, City Attorney

By: JB 7/23/2024 | 12:46 PM PDT  
Jason Behrmann, City Manager

Attest to:

By: JL 7/23/2024 | 12:56 PM PDT  
Jason Lindgren, City Clerk

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Pen-Link shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Pen-Link shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Pen-Link maintain any programs of self-insurance, Pen-Link shall comply with the applicable fulfillment of any self-insured retentions.

1. **Worker's Compensation:**
  - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Pen-Link is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Pen-Link shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
  - b. Employer's Liability Coverage shall not be less than the statutory requirements.
  - c. If an injury occurs to any employee of Pen-Link for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Pen-Link under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Pen-Link.
  - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Pen-Link.
  
2. **Errors and Omissions; Malpractice; Professional Liability:**
  - a. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Pen-Link in this Contract.
  - b. The limits of liability shall not be less than:

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
  - c. Both occurrence and claims-made policies are acceptable. Upon termination of this Contract the same insurance requirements in this section will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
  
3. **Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**

4. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
5. Pen-Link shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Pen-Link agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
6. The City, due to unforeseen risk or exhaustion, failure, or dilution of Pen-Link's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
7. Pen-Link shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
8. If Pen-Link fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Pen-Link under the contract.
9. Failure of the City to obtain such insurance shall in no way relieve Pen-Link from any of its responsibilities under the contract.
10. The making of progress payments to Pen-Link shall not be construed as relieving Pen-Link or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
11. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
12. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Pen-Link are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Pen-Link under the Contract.

**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Pen-Link, certifies as follows:

1. Pen-Link is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Pen-Link has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Pen-Link fail to secure Workers' Compensation coverage as required by the State of California, Pen-Link shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Pen-Link's successors, heirs and assigns.

PEN-LINK

By: Pat Severson

Date: 7/23/2024 | 2:25 PM EDT

Name: Pat Severson

Title: CFO

City of Elk Grove

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
0005553	COBWEBS AMERICA INC.	09/14/23	139136

INVOICE	DATE	PO NUMBER	DESCRIPTION	PROJECT CODE	NET AMOUNT
4195	09/11/23	24000676	WEB INVESTIGATION PLATFORM		74,000.00

Total 74,000.00

THIS CHECK IS VOID WITHOUT A BLUE AND GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



**City of Elk Grove**  
 General Account  
 8401 Laguna Palms Way  
 Elk Grove, California 95758

US Bank

90-2267  
1211

CHECK NO.

139136

DATE

09/14/23

A/P ACCOUNT

PAY EXACTLY

\$ \*\*\*\*\*74,000.00

VOID IF NOT CASHED WITHIN 180 DAYS

EXACTLY SEVENTY FOUR Thousand Dollars and ZERO Cents

PAY TO THE ORDER OF

COBWEBS AMERICA INC.  
 1441 BROADWAY, STE 5019  
 NEW YORK, NY 10018

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_

BORDER CONTAINS MICROPRINTING



139136



PO 24000676  
09.06.2023

Invoice 4195 V-5553

COBWEBS AMERICA, INC.

**Bill to: City Of Elk Grove**

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

**Date:** 08/16/23

**Due By:** 09/16/23

**PO Number:** Per Contract C-23-487

**Ship to:** City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

*Jamie Hudson*

9/6/2023 | 11:26 AM PDT

Description	Qty	Unit Price	Total
1 Tangles Web Intelligence Platform Subscription	1	\$ 74,000	\$ 74,000
<b>Total:</b>			\$ 74,000
Tax % 0.000			
<b>Total Due:</b>			\$ 74,000

**Payment Terms:** Net 30

Payment instructions:

Bank Name: [REDACTED]  
Entity Name: Cobwebs America Inc  
Account Number: [REDACTED]  
ABA#: [REDACTED]  
SWIFT CODE: [REDACTED]

City of Elk Grove

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
0005903	PEN-LINK LTD.	08/15/24	144120

INVOICE	DATE	PO NUMBER	DESCRIPTION	PROJECT CODE	NET AMOUNT
00043899	08/13/24	25000403	WEB INVESTIGATION PLATFORM		72,000.00

Total 72,000.00

THIS CHECK IS VOID WITHOUT A BLUE AND GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



**City of Elk Grove**  
 General Account  
 8401 Laguna Palms Way  
 Elk Grove, California 95758

US Bank

90-2267  
1211

CHECK NO.

144120

DATE

08/15/24

A/P ACCOUNT

PAY EXACTLY

\$ \*\*\*\*\*72,000.00

VOID IF NOT CASHED WITHIN 180 DAYS

EXACTLY SEVENTY TWO Thousand Dollars and ZERO Cents

PAY TO THE ORDER OF

PEN-LINK LTD.  
 5944 VANDERVOORT DRIVE  
 LINCOLN, NE 68516

*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_

BORDER CONTAINS MICROPRINTING



11 144 1 20 11



FY25

Invoice	00043899
Date	7/2/2024
Page	1

**Pen-Link, Ltd.**  
**5944 VanDervoort Drive**  
**Lincoln, NE 68516, USA**  
**PH: 1+ 402-421-8857**  
 FEIN: 47-0707585

**PO 25000403**  
**08.01.2024**

**V-5903**

**Bill To:**

**Ship To:**

Elk Grove Police Department (CA)

Andrea Cortez  
 Andrea Cortez (Aug 1, 2024 08:32 PDT)

Contract Number

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Ship Date
QUOTE 00043899	ACC-26477			Net 30	7/2/2024

Ordered	Item Number	Description	Unit Price	Ext. Price
1	CWUS-TA-0005	Tangles System	\$72,000.00	\$72,000.00

Please Remit to Above Address

<b>Subtotal</b>	\$72,000.00
<b>Tax</b>	\$0.00
<b>Discount</b>	\$0.00
<b>Total</b>	\$72,000.00

2.0% convenience fee for credit card processing over \$10,000