

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT, C43220
BETWEEN THE CITY OF PALM DESERT AND FLOCK GROUP, INC.**

1. Parties and Date.

This Amendment No. 2 to the made and entered into as of this **14th** day of **December 2023**, by and between the City of Palm Desert ("City") and **Flock Group, Inc., a Corporation**, with its principal place of business at 1170 Howell Mill Road NW Suite 210, Atlanta GA 30318 ("Consultant"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**Professional Services Agreement**" dated **July 1, 2022** ("Agreement" or "Contract") for the purpose of retaining the services of **Consultant** to provide automatic license plate detection services and equipment.

2.2 Amendment No. 1. The City and **Consultant** amended the Agreement to add an additional 11 cameras and additional compensation for these services.

2.2 Amendment No. 2. The City and **Consultant** desire to amend the Agreement to add an additional 11 cameras and additional compensation for these services.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section **3.6.13 Amendment; Modification** of the Agreement.

3. Terms.

3.1 Scope of Services and Term. Section **3.1.1** of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations

Exhibit **A** is hereby amended to include its entirety Exhibit "**A-1**" attached hereto and incorporated herein by reference."

3.2 Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred

Thirty-one Dollars and No Cents (\$331,100.00) during the first year of the term and Two Hundred Ninety-one Thousand Five Hundred Dollars and No Cents(\$ 291,500.00) for each subsequent year without written approval of the City Council or City Manager, as applicable

<i>Phase</i>	<i>Year 1</i>	<i>Each Year Thereafter</i>	<i># of Cameras</i>
<i>Phase 1</i>	<i>\$140,050</i>	<i>\$126,000</i>	<i>49</i>
<i>Phase 2</i>	<i>\$151,050</i>	<i>\$132,500</i>	<i>53</i>
<i>Phase 3</i>	<i>\$40,000</i>	<i>\$33,000</i>	<i>11</i>
Total	\$331,100	\$291,500	113

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, C43220 BETWEEN THE CITY OF PALM DESERT AND FLOCK SAFETY, INC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the **PROFESSIONAL SERVICES AGREEMENT** as of the day and year first above written.

CITY OF PALM DESERT

FLOCK GROUP, INC

By: _____
L. Todd Hileman
City Manager

By: _____
Its: _____

Printed Name: _____

Attest: _____

By: _____
Anthony J. Mejia
City Clerk

By: _____
Its: _____

Printed Name: _____

Approved as to form:

By: _____
Best Best & Krieger LLP
City Attorney

QC: _____

Insurance: _____

Initial Review

Final Approval