

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FLOCK GROUP DBA FLOCK SAFETY

1. Parties and Date.

This Amendment No. 1 to the **PROFESSIONAL SERVICES AGREEMENT, C47070** is made and entered into as of this **10th** day of **April 2025**, by and between the City of Palm Desert ("City") and **FLOCK GROUP INC DBA FLOCK SAFETY, a Corporation**, with its principal place of business at **1170 Howell Mill Rd. NW STE. 210** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **FLOCK GROUP INC DBA FLOCK SAFETY** have entered into an agreement entitled "**PROFESSIONAL SERVICES AGREEMENT, C47070**" dated **July 1, 2024** ("Agreement" or "Contract") for the purpose of retaining the services of **FLOCK GROUP INC DBA FLOCK SAFETY** to provide **Automated License Plate Recognition Software Subscription and new hardware**.

2.2 Amendment. The City and **FLOCK GROUP INC DBA FLOCK SAFETY** desire to amend the Agreement to **Additional Cameras (44) and subscription costs**. The Parties have heretofore entered into that Amendment No. 1 dated **April 10, 2025**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to **3.6.14** of the Agreement.

3. Terms.

3.1.1 Scope of Services. The Agreement is hereby amended in its entirety to read as follows:

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. Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit " A-1" attached hereto and incorporated herein by reference (" Federal Requirements"). **Additionally, the Consultant shall comply with Exhibit "A-2" attached hereto and incorporated herein by reference.** With respect to any conflict between such Federal Requirements and the terms of this Agreement and/ or the provisions of state law, the more stringent requirement shall control.

3.3.1 Compensation. The Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit " C" and Exhibit "A-2" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million, One Hundred Six Thousand, Two Hundred Fifty Dollars (\$2,106,250)** without written approval of the City Council or City Manager, as applicable.

Original Cost Total (5-Year Term)	Amendment No. 1 (Hardware purchase & Remaining 48-months)	Amended Contract Total (Combined)
\$1,412,500	\$693,750	\$2,106,250

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

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. 1.

3.4 Severability. If any portion of this Amendment No. 1 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. 1 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. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FLOCK GROUP INC DBA FLOCK SAFETY

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the **PROFESSIONAL SERVICES AGREEMENT** as of the day and year first above written.

CITY OF PALM DESERT

FLOCK GROUP INC DBA FLOCK SAFETY , A CORPORATION

By: _____

Chris Escobedo
Interim City Manager

By: _____

Mark Smith
General Counsel

Attest:

By: _____

Anthony J. Mejia
City Clerk

By: _____

Mike Molina
VP Legal, Deputy General Counsel

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contract QC: _____

Insurance: _____

Initial Review

Final Approval



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	CA - City of Palm Desert	Initial Term:	24 Months
Legal Entity Name:	CA - City of Palm Desert	Renewal Term:	24 Months
Accounts Payable Email:	cescobedo@cityofpalmdesert.org	Payment Terms:	Net 30
Address:	73510 Fred Waring Drive Palm Desert, California 92260	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$138,750.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	25	Included
Flock Safety LPR, fka Falcon	Included	4	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	3	Included
Flock Safety Video Products			
Solar Video Camera Fixed, fka Condor	Included	3	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	25	\$0.00
Professional Services - Standard Implementation Fee	\$0.00	4	\$0.00
Professional Services - Solar Implementation Fee	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	9	\$0.00

Subtotal Year 1: \$138,750.00
Annual Recurring Subtotal: \$138,750.00

Exhibit "A-2"

Discounts:	\$10,400.00
Estimated Tax:	\$0.00
Contract Total:	\$277,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of *the greater of one year or the length set forth on the Order Form (each, a "Renewal Term")* unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$138,750.00
Annual Recurring after Year 1	\$138,750.00
Contract Total	\$277,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$10,400.00

We requested that the term remain the same.
Adding additional Cameras and subscription to each fiscal year.
Flock to provide updated proposal.

Exhibit "A-2"

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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Exhibit "A-2"

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Palm Desert

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

flock safety

FLOCK GROUP INC. AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and CA - City of Palm Desert (“**Customer**”), collectively referred to as (the “**Parties**”).

1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 3/31/2025, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is hereby amended to increase the Initial Term of the Agreement, referenced on the Order From, to forty-eight (48) months instead of twenty-four (24) months.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.

CA - City of Palm Desert

Signed by:
 By: Mark Smith
AC5C931454C24F3...
 Name: Mark Smith
 Title: General Counsel
 Date: 3/31/2025

By: _____
 Name: _____
 Title: _____
 Date: _____