

Attachment A

Amendment No. 2 to the Professional Services Agreement
with Flock Group, Inc. for Flock ALPR System

**AMENDMENT NO. TWO TO
PROFESSIONAL SERVICES AGREEMENT
WITH FLOCK GROUP INC. FOR
FLOCK ALPR SYSTEM**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and FLOCK GROUP INC., a Delaware corporation ("Consultant"), whose address is 1170 Howell Mill Road NW, Suite 210, Atlanta, GA, 30318, and is made with reference to the following:

RECITALS

- A. On July 9, 2024, City and Consultant entered into a Professional Services Agreement (Contract No. C-9663-1) ("Agreement") to provide installation, maintenance, and operational services for the Flock ALPR System ("Project").
- B. On December 19, 2024, City and Consultant entered into Amendment No. One to the Agreement ("Amendment No. One") to reflect additional services not previously included in the Agreement, and to increase the total compensation.
- C. The parties desire to enter into this Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement, and to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on October 18, 2029, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit E to the Agreement shall be supplemented to include the Flock Unit Locations, attached hereto as Exhibit E and incorporated herein by reference ("Services" or "Work"). Exhibit E to the Agreement, Exhibit E to Amendment No. One, and Exhibit E to this Amendment No. Two shall collectively be known as "Exhibit E." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Amendment Order Form, attached hereto as Exhibit B and incorporated herein by reference. Exhibit

B to the Agreement, Exhibit B to Amendment No. One, and Exhibit B to this Amendment No. Two shall collectively be known as "Exhibit B."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Flock Order Form(s) attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Million Six Hundred Eighteen Thousand One Hundred Dollars and 00/100 (\$1,618,100.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Two including all reimbursable items and subconsultant fees, in an amount not to exceed **One Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 (\$144,800.00)**.

4. INTEGRATED CONTRACT


Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 8/29/2025

By: 
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: FLOCK GROUP INC., a
Delaware corporation

Date: _____

By: _____
Garrett Langley
Chief Executive Officer

Date: _____

By: _____
Dan Haley
Secretary

[END OF SIGNATURES]

Attachments: Exhibit B – Order Form
 Exhibit E – Flock Unit Locations

EXHIBIT B ORDER FORM

flock safety

AMENDMENT

This amendment ("Amendment") supersedes and amends the previously executed agreement between the Parties, dated 10/24/2024, relating to the provision of services by Flock Group Inc. ("Flock") to CA - Newport Beach PD ("Customer") and any schedules or exhibits attached thereto or incorporated therein by reference (the "Agreement"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "Effective Date").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$35,900.00
Flock Safety LPR Products			
Solar LPR, fka Solar Falcon	Included	2	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	1	Included
Flock Safety LPR, fka Falcon	Included	1	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	\$300.00	77	\$23,100.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Solar Bundle Implementation Fee	\$900.00	1	\$900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Annual Recurring Subtotal:			\$35,900.00

EXHIBIT E

FLOCK UNIT LOCATIONS

EXHIBIT E
ADDITIONAL FLOCK UNIT LOCATIONS

1. Installation of Flock ALPR units on traffic signals and streetlights shall not interfere with City-owned or permitted cameras, traffic control devices, antennae or any other equipment.
2. Installation locations can be changed by City pursuant to the terms of the Agreement.

Flock Unit #	Flock Unit Name	Location	Installation Type	City Streetlight/ Traffic Signal #
P#005	Breakers Drive @ Entrance to CdM Main Beach	3000 Breakers Drive	New Flock Pole	N/A
F#007	Ridge Park Rd @ Newport Coast Dr EB	S/E Ridge Park Rd/Newport Coast Dr	Traffic Signal	N/A
LR#030	Newport Coast Dr @Vista Ridge Rd NB	N/E Newport Coast/Vista Ridge Rd	Traffic Signal	SLC9051