



**SECOND AMENDMENT  
TO  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
FLOCK GROUP INC.**

THIS SECOND AMENDMENT TO THE LINKING AGREEMENT (this “Second Amendment”) is entered into as of \_\_\_\_\_ 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Flock Group Inc., a Delaware corporation (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into Linking Agreement No. CON-24-045-POL, effective July 1, 2024, for the Contractor to provide Automated License Plate Reader services (the “Original Agreement”), and executed the First Amendment to the Original Agreement on June 14, 2024 (together, the Original Agreement and the First Amendment are the “Agreement”).

B. The services provided under the Original Agreement are referred to in this Second Amendment as “Phase I” and, as amended by the First Amendment, as “Amended Phase I.”

C. The Town has determined that additional services by the Contractor are necessary (“Phase II”).

D. The Town and the Contractor desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include Phase II, and (iii) provide for the increase in compensation to the Contractor for Phase II.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until September 30, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Scope of Work. The Contractor shall provide the Phase II services as set forth in the Phase II Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

4. Compensation. The Town shall increase the compensation to the Contractor for the Phase II services at the rates set forth in the Fee Proposal attached hereto as a part of Exhibit 1, resulting in the following changes to the Agreement’s total combined not-to-exceed compensation over the term of the Agreement (~~old~~; **new**; unchanged):

	2025	2026	2027	Combined Not-to-Exceed
<del>Amended Phase I</del>	\$47,754	<del>\$42,590.40</del>	<del>\$42,590.40</del>	<del>\$130,934.80</del>
<b><u>Amended Phase I + Phase II</u></b>	\$47,754	<b><u>\$86,990.40</u></b>	<b><u>\$80,390.40</u></b>	<b><u>\$215,134.80</u></b>

5. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

7. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld P.L.C.

**“Contractor”**

FLOCK GROUP INC.  
a Delaware corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

EXHIBIT 1  
TO  
SECOND AMENDMENT  
TO  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
FLOCK GROUP INC.

[Phase II Scope of Work and Fee Proposal]

See the following pages.

**Flock Safety + AZ - Paradise Valley PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Dania Kneib  
dania.kneib@flocksafety.com  
+17349051084

Quote Number: Q-170128  
Expiration Date: 11/23/2025



**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:	AZ - Paradise Valley PD	Initial Term:	12 Months
Legal Entity Name:	AZ - Paradise Valley PD	Renewal Term:	12 Months
Accounts Payable Email:	aford@paradisevalleyaz.gov	Payment Terms:	Net 30
Address:	6433 E Lincoln Dr Paradise Valley, Arizona 85253	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	365 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$37,800.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	9	Included
<b>Flock Safety Video Products</b>			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	3	Included
<b>Flock Safety Platform Add Ons</b>			
Extended data retention (Up to 1 Year)	Included	12	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	6	\$900.00
Professional Services - Electrical Implementation Fee	\$1,250.00	3	\$3,750.00
		<b>Subtotal Year 1:</b>	\$44,400.00
		<b>Annual Recurring Subtotal:</b>	\$37,800.00
		<b>Discounts:</b>	\$1,800.00
		<b>Estimated Tax:</b>	\$3,326.40

**Contract Total:** \$44,400.00

*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)
<b>Year 1</b>	
At First Camera Validation	\$44,400.00
<b>Annual Recurring after Year 1</b>	\$37,800.00
<b>Contract Total</b>	\$44,400.00

\*Tax not included

**Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$1,800.00
Flock Safety Professional Services	\$0.00

### 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.
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 - 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.
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 - Electrical Implementation Fee	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

### FlockOS Features & Description

FlockOS Features	Description
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**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: AZ - Paradise Valley PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:         Dan Haley        

Name:         Freeman Carney        

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_