

**AMENDMENT TO THE
CONTRACTOR CONTRACT ID #A-2021-30
DATED MARCH 11, 2021 BETWEEN
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT
AND FLOCK GROUP INC.**

This First Amendment (“Amendment”) to the Contractor Contract ID # A-2021-30 dated March 11, 2021, is made and entered into this 16 day of September, 2021 by and between the Mountain House Community Services District, ("MHCS D") and Flock Group Inc. (“CONTRACTOR”), and is effective as of the commencement date of this Amendment.

RECITALS

WHEREAS, on or about March 11, 2021, the Mountain House Community Services District and Harris & Associates entered into a Contractor Contract # A-2021-30 (“Agreement”);

WHEREAS, the Parties wish to amend the following Sections of the Agreement,

THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1.B. of Agreement is hereby amended to read in full as follows:

“CONSULTANTS Proposal dated September 14, 2021.

2. Section 3 of the Agreement is hereby amended to read in full as follows:

“This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until June 30, 2023 unless said work is completed on a date prior thereto or unless terminated earlier as provided within.”

3. Section 4 of the Agreement is hereby amended to read in full as follows:

“The compensation shall not exceed the amount of \$78,123.29, for services performed or pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.”

Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.

MOUNTAIN HOUSE COMMUNITY
SERVICES DISTRICT

Flock Group Inc.

By: _____
Steven J. Pinkerton, General Manager

By: _____
Contractor

FLOCK GROUP INC.
ADDITIONAL SERVICES PROPOSAL

This Proposal combined with **Agreement A-2021-30** describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). 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 proposed will be effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Mountain House Community Services District	Contact Name: Doug Louie
Address: 251 E. Main Street Mountain House CA 95391	Phone: 209-831-5676 E-Mail: dlouie@sjgov.org
Initial Term: Extended through 6/30/2023 Renewal Term: 24 Months	Billing Term: Annual payment due Net 30 per terms and conditions. Invoicing timeline as follows: <ul style="list-style-type: none"> • Upon execution of amendment: \$4,623.29 prorated service on existing cameras • Upon installation of additional cameras: Prorated amount for 5 cameras through 6/30/2022 not to exceed \$12,500 • 7/1/2022: Annual begins for all 14 cameras

Name	Price	QTY	Subtotal
Flock Falcon Camera (paid)	\$2,500.00	9	\$22,500.00
Implementation Fee (paid)	\$250.00	9	\$2,250.00
Additions including one time fees			
Prorated service between 4/16/2022 - 6/30/2022 for 9 Flock Falcon Cameras	\$4,623.29	1	\$4,623.29
Flock Falcon Camera prorated service to extend term through 6/30/2022	Prorated Based on actual install date - not to exceed \$2,500	5	Prorated Based on actual install date - not to exceed \$12,500.00
Implementation Fee (Public)	\$250.00	5	\$1,250.00
Flock Falcon Camera - Annual payment to be invoiced 7/1/2022 for period between July 1, 2022 – June 30, 2023	\$2,500.00	14	\$35,000.00
Total Amended Agreement Cost			\$78,123.29

Payments from 9/1/2021 - 6/30/2022 not to exceed: **\$18,373.29**
New Recurring Total: \$35,000

Flock Group Inc	Customer:
By: Name: Title: Date:	By: Name: Title: Date:

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.