

AMENDMENT TO AGREEMENT FOR SERVICES

This **AMENDEMNT TO AGREEMENT FOR SERVICES** ("Amendment") is made effective on the day it is last signed and delivered to each party and made by and between **Flock Group, Inc.** ("Flock") with a principal place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 and the **Board of Commissioners of the County of LaGrange, Indiana**, on behalf of the LaGrange County Sheriff's Office, a government agency ("Agency").

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform ("Flock Services");

WHEREAS, the Agency desires access to the Flock Services on existing cameras, provided by Agency, or Flock-provided Hardware in order to create, view, search, and archive footage and receive notifications;

WHEREAS, Flock desires to provide Agency the Flock Services and any access thereto;

WHEREAS, Flock and the Agency have previously hereto entered into an Agreement for Flock Services ("Agreement") on or about April 27, 2022; and

WHEREAS, the Agency seeks to install Flock equipment on various poles and/or signs located along state and federal highways in its jurisdiction;

WHEREAS, as a prerequisite to installing law enforcement equipment on such poles and/or signs, the Indiana Department of Transportation ("INDOT") requires the agency to make certain contractual promises related to the performance of its subcontractors;

WHEREAS, in order to induce the Agency to continue to use Flock Services well into the future, Flock and the Agency desire to incorporate the INDOT subcontractor performance standards into the Agreement so that the County can enter into the INDOT contract in good faith; *and*

WHEREAS, although a signatory to the original Agreement, the signature page of the Board of Commissioners of the County of LaGrange ("Commissioners") was omitted from the final version of the Agreement, and the Commissioners hereby fully recommit themselves thereto.

NOW THEREFORE, for the reasons set forth above and in consideration of the mutual promises and agreements set forth in this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flock and the Agency agree to amend the Agreement as follows:

1. Flock and the Agency hereby amend the Agreement entered into on or about April 27, 2022, to insert the following language as Section 2.7.5 of the Agreement:

2.7.5 INDOT Requirements and Subcontractor Agreements. Flock hereby agrees to abide by the following provisions when performing the Flock Services and to incorporate

this Amendment into any and all subcontractor agreements that it may enter into in order to fulfill its obligations under the Agreement:

Certification for Federal Aid Contracts Lobbying Activities. Flock certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that Flock has complied with Section 1352, Title 31, U.S. Code, and specifically that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Flock, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Flock also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Compliance with Laws and Licensing Standards.

- A. Flock shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- B. Flock warrants that it and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work.

- C. Flock and its employees shall comply with all applicable licensing standards, certification standards, accrediting standards, and any other laws, rules, or regulations governing services to be provided by Flock pursuant to this Amendment. Flock will not approve any study, plans, or work performed by Flock when Flock, its employees, or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Flock shall notify Agency immediately.

Employment Eligibility Verification. As required by IC §22-5-1.7, Flock swears or affirms under the penalties of perjury that Flock does not knowingly employ an unauthorized alien. Flock further agrees that:

- A. Flock shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Flock is not required to participate should the E-Verify program cease to exist. Additionally, Flock is not required to participate if Flock is self-employed and does not employ any employees.
- B. Flock shall not knowingly employ or contract with an unauthorized alien. Flock shall not retain an employee or contract with a person that Flock subsequently learns is an unauthorized alien.
- C. Flock shall require its subcontractors, who perform work under this Agreement, to certify to Flock that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Flock agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Flock covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). Flock certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based

on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between Flock and any applicant or employee of the subcontractor.

- B. Flock acknowledges that INDOT is a recipient of federal funds, and therefore, where applicable, Flock shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

Flock agrees that if Flock employs fifty (50) or more employees and does at least \$50,000.00 worth of business with Agency and/or INDOT and is not exempt, Flock will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Flock shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Agreement.

It is the policy of INDOT to ensure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, Flock, for itself, its assignees, and successors in interest, agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: Flock shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Flock, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Flock shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Flock for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Flock of the subcontractor's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: Flock shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Flock is in the exclusive possession of another who fails or refuses to furnish this information, Flock shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Flock's noncompliance with the nondiscrimination provisions of this Agreement, Agency shall inform INDOT and INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to Flock under the Agreement until Flock complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Flock shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of

materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), Flock is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. Flock shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

Work Standards.

Flock shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (and by ensuring that its subcontractors do the same). If the Agency becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Agency may request in writing the replacement of any or all such individuals, and Flock shall grant such request.

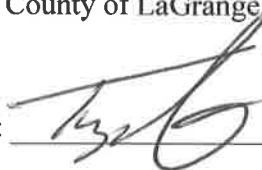
2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby agree to all the foregoing provisions of this Agreement. Each Party acknowledges that it has read and understood its terms, has had the opportunity to consult with independent legal counsel, has signed this Agreement voluntarily and without duress, and that its undersigned representative has the right and power to enter into this Agreement. Each Party warrants that any assertions herein are true to the best of its knowledge.

FLOCK GROUP, INC.

Agency: IN The Board of Commissioners of
the County of LaGrange, Indiana

By:  DocuSigned by:
21903A9E85AA459

By: 

Name: Michael Molina

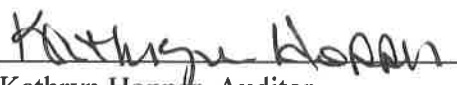
Name: Terry A. Martin

Title: VP Legal, Deputy General Counsel

Title: President

Date: 8/21/2023

Date: June 19, 2023

Attest: 
Kathryn Hopper, Auditor